

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES FOR
COMMUNITY-TECHNICAL COLLEGES**

AND

**THE FEDERATION OF TECHNICAL COLLEGE
TEACHERS
AMERICAN FEDERATION OF TEACHERS,
LOCAL 1942, AFL-CIO**

LEVEL I PART-TIME EMPLOYEES

2007 - 2010

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE.....	1
ARTICLE I. Recognition.....	1
ARTICLE II. Definitions.....	1
ARTICLE III. Non-Discrimination.....	2
ARTICLE IV. Academic Freedom and Responsibilities.....	3
ARTICLE V. Checkoff Authorization and Maintenance.....	4
5.1 Checkoff Authorization.....	4
5.2 Other Deductions.....	4
5.3 Indemnification.....	5
ARTICLE VI. Rights of the Board of Trustees.....	5
ARTICLE VII. Professional Working Conditions.....	6
7.1 Teaching and Related Duties.....	6
7.2 Rights of Employees to their Professional and Grievance Files.....	6
ARTICLE VIII. Appointments and Reappointments.....	8
8.1 Level I Part-Time Appointments.....	8
8.2 Other Conditions of Appointment.....	8
8.3 Relationship of Individual Letter of Appointment.....	8
ARTICLE IX. Evaluation.....	9
9.1 Evaluation Process.....	9
9.2 Faculty Rights Relative to Evaluation.....	9
ARTICLE X. Discipline and Dismissal.....	10
10.1 Discipline or Dismissal.....	10
10.2 Just Cause.....	10
10.3 Due Process.....	10
ARTICLE XI. Grievance Procedure.....	10
11.1 Purpose.....	10
11.2 Definitions.....	10
11.3 Time Limits.....	11
11.4 Representation Rights of the Federation and Faculty Members...	11
11.5 Processing of Grievances.....	12
11.6 Administrative Record-Keeping of Grievances.....	13
11.7 Grievance Procedure.....	13
ARTICLE XII. Separation Because of Incapacity.....	16
ARTICLE XIII. Compensation.....	16
13.1 Rates of Pay.....	16
13.2 Grant and Contract Funded Courses.....	17
13.3 Longevity.....	17

ARTICLE XIV. Leaves, Vacation and Holidays.....	18
14.1 Leaves of Absence.....	18
14.2 Sick Leave.....	18
14.3 Holidays.....	20
14.4 Emergency School Closings.....	21
14.5 Vacation Leave for Non-Teaching Level I Part-time Employees... 	21
14.6 Leave Privileges for Transferred Staff Members.....	21
ARTICLE XV. Fringe Benefits.....	21
15.1 Health and Life Insurance.....	21
15.2 Retirement.....	22
ARTICLE XVI. Layoffs.....	22
16.1 Reduction in Force.....	22
16.2 Notice of Layoffs.....	22
ARTICLE XVII. Savings Clause.....	22
ARTICLE XVIII. Legislative Action.....	22
ARTICLE XIX. Extent of Agreement.....	23
ARTICLE XX. Successor Negotiations.....	23
ARTICLE XXI. Duration.....	23
SCHEDULE A. Longevity.....	24
SCHEDULE B. Miscellaneous Rates of Pay.....	24
APPENDIX A. Side Letter of Agreement re: Federation Rights.....	25
APPENDIX B. Memorandum of Agreement re: Semester Configuration.....	25
APPENDIX C. Side Letter re: Compensation of Athletic Coaches.....	26
APPENDIX D. Side Letter re: Retirement Plans.....	29
APPENDIX E. Side Letter of Agreement re: Section 13.3.....	29
APPENDIX F. Side Letter re: Academic Work Year for Teaching Faculty... 	30
APPENDIX G. Job Security for Part-time Lecturers.....	30
APPENDIX H. Side Letter on Initial Establishment of PTL Pool.....	32
APPENDIX I. Side Letter re: Tuition Waivers for Part-Time Employees.....	33
APPENDIX J. Side Letter re: Part-Time Professional Development.....	33
APPENDIX K. Unit Placement of PTLs on Merged Campuses.....	34
APPENDIX L. Side Letter re: Contract Funds.....	36

PREAMBLE

Pursuant to Connecticut General Statutes Section 5-270 et seq., this Agreement, entered into by and between the Board of Trustees of the Community-Technical Colleges and the Federation of Technical College Teachers, Local #1942, American Federation of Teachers, AFL-CIO, defines the terms and conditions of employment of Level I Part-Time Employees.

ARTICLE I.

RECOGNITION

The Board of Trustees of Community-Technical Colleges (hereinafter referred to as the Board) hereby recognizes the Federation of Technical College Teachers, Local #1942, American Federation of Teachers, AFL-CIO (hereinafter referred to as the Federation) as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, pursuant to Connecticut General Statutes Sections 5-270 et seq., (as certified by the Connecticut State Board of Labor Relations in Case No. SE-12,880, Decision No. 3067, dated January 7, 1993) for all teaching faculty members, counselors and librarians employed for fewer than 7.5 contact/credit hours per semester or 20 hours per week in non-teaching positions, provided that casual employees shall be excluded from the bargaining unit.

The parties hereby agree that all unit parameter issues will be decided through the petition procedures of the State Labor Board or by mutual agreement.

ARTICLE II.

DEFINITIONS

2.1 BOARD

The term “**Board**” shall refer to the Board of Trustees for Community-Technical Colleges. Nothing contained herein shall be deemed or interpreted as requiring the delegation of an act which the Board alone may perform under the law of the State of Connecticut. Nothing contained herein shall be deemed or interpreted to provide that an act which the Board may delegate has been or must be delegated by the Board and such delegation may be accomplished solely through a resolution of the Board.

2.2 **DESIGNEE**

The term “**Designee**” shall refer to an individual or individuals designated by the Board through a resolution of the Board which specifically grants authority to act for the Board in connection with a delegable power, authority or right reserved to the Board by this Agreement. Designees of the Board shall act with the full authority of the Board.

2.3 **EMPLOYER**

The Term “**Employer**” is interchangeable with the terms “**Administration**” and “**Management**” and shall refer to the Board, its Designees and those employees of the Board or the State who act for the Board upon general grants of supervisory, administrative and managerial authority.

2.4 **FEDERATION**

The term “**Federation**” shall refer to the Federation of Technical College Teachers, Local #1942, American Federation of Teachers, AFL-CIO, its designees, and representatives.

2.5 **LEVEL I PART-TIME FACULTY**

A “**Level I Part-time Faculty Member**” or an “**Employee**” is a teaching employee hired to teach fewer than 7.5 contact/credit hours or a non-teaching employee hired for less than 20 hours per week.

2.6 **CONTACT/CREDIT HOURS**

A “**contact/credit hour**” shall equal a 50-minute lecture hour meeting for each week of the semester.

2.7 **CASUAL EMPLOYEE**

The term “**casual employee**” shall refer to a non-teaching employee hired for less than two weeks or a teaching employee hired for less than one contact/credit hour or its equivalent (13 hours and 20 minutes per year). This definition relates to Article I and does not define the scope of this Agreement.

ARTICLE III.

NON-DISCRIMINATION

3.1 The Board and the Federation recognize the right of any member of the bargaining unit to become or refrain from becoming and/or remaining a member of

the Federation and will not discriminate or in any way interfere with such rights or the exercise of such rights.

3.2 The Board and the Federation shall continue their policy of not discriminating against any member of the bargaining unit on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, marital status, political affiliation, or present or past history of mental disorder, mental retardation, learning disability or physical disability as provided by Connecticut and federal law. Further, the Board and the Federation shall continue their policy of complying with Connecticut law regarding the employment of job applicants who have criminal conviction records. Finally, the Board and Federation agree not to discriminate against bargaining unit members based upon membership or fee paying status in any Union representing employees of the Board of Trustees.

3.3 All references to bargaining unit members in the Agreement designate both sexes, and whenever gender is specified it shall be construed to include male and female employees.

3.4 Wherever the term “spouse” is used in this Agreement, it shall also mean domestic partner. A “domestic partner” is a person who has qualified for domestic partnership benefits under the pension and health care agreement between the State and SEBAC.

ARTICLE IV.

ACADEMIC FREEDOM AND RESPONSIBILITIES

The parties to this Agreement subscribe to the following principles of academic freedom:

4.1 All Faculty Members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties.

4.2 As members of their community, Faculty Members have the rights and obligations of all citizens. When they speak or write as members of society, they are free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning they should remember that the public may judge their profession and their college(s) by their utterances. Hence,

they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate they are not spokespersons for the college(s).

4.3 All Faculty Members when teaching shall have professional freedom to conduct their courses, provided that the subject matter is that which has been specified by the college. Faculty Members should be careful not to introduce into their teaching controversial matter which has no relation to their subject(s).

4.4 They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the opinions of others. They strive to be objective in their professional judgment of colleagues.

4.5 The determination of grades is the responsibility of the instructor of the course, subject to the Board's obligation to afford procedural and substantive protections to students and its duty to promulgate policies governing grading. A corollary of this responsibility is the duty of Faculty Members to submit grades in accordance with the procedural rules and regulations of the colleges.

ARTICLE V.

CHECKOFF AUTHORIZATION AND MAINTENANCE

5.1 CHECKOFF AUTHORIZATION

During the term of this Agreement, the Employer shall make bi-weekly deduction of dues or agency service fees from the salary of each member of the bargaining unit. The amounts of the dues and the amounts of the agency service fees to be deducted shall be certified to Board in writing by the Federation.

Names and addresses of new hires will be provided to Chapter presidents as soon as reasonably possible.

5.2 OTHER DEDUCTIONS

The Employer shall continue to make such deductions authorized by members of the bargaining unit as are in effect upon the effective date of this Agreement, including but not limited to: Teachers Retirement, State Retirement, Tax Sheltered Annuities, Credit Union, and the FTCT COPE Fund and the FTCT Scholarship Fund.

5.3 INDEMNIFICATION

The Federation shall indemnify the Employer and hold said Employer harmless against any claim, action, proceeding, judgment or other costs or obligations, financial or otherwise, arising from compliance by said Employer within the provisions of this Article. Any funds remitted to said Federation by said Employer, pursuant to the provisions of this Article, shall thereafter become the sole and exclusive obligation and the responsibility of the Federation.

ARTICLE VI.

RIGHTS OF THE BOARD OF TRUSTEES

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction, and responsibility of the Board are retained by and reserved exclusively to the Board, including, but not limited to, the right: to determine the mission of the system and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions or programs in whole or in part; to determine the content of job classifications; to establish and enforce standards of efficient performance; to maintain discipline, order and efficiency; to determine educational policy, programs, and courses; to direct employees and to determine their duties and professional assignments; to determine the days and hours of the operation of the colleges; to determine the academic calendar and to schedule work; to determine the quality, quantity, and types of equipment to be used; to determine the composition of committees; to introduce new methods and procedures and facilities; to determine staffing requirements; to determine whether the whole or any part of an operation shall continue to operate; to determine expansion or reduction of operations; to select and hire employees; to determine qualifications; to reward and to promote unit members; to suspend, discipline, or discharge unit members for just cause; to transfer and assign unit members; to lay-off unit members for lack of work or other legitimate reasons; to recall unit members; to determine that unit members shall or shall not perform certain functions; to take all necessary actions to carry out its mission in emergencies; to promulgate rules and regulations, provided that such rules and regulations shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE VII.

PROFESSIONAL WORKING CONDITIONS

7.1 TEACHING AND RELATED DUTIES

The teaching and related duties of Level I Part-time Teaching Faculty Members shall consist of the following:

7.1.1. teaching and related preparation of college-approved courses in accordance with approved course descriptions and class schedules;

7.1.2. developing course compendia and reading lists, and participating in departmental responsibilities in the selection of textbooks and related teaching resources;

7.1.3. maintaining at least one (1) regularly scheduled office hour per week per three (3) contact/credit hours or any part thereof for the purpose of student-faculty contact as it relates to classroom/laboratory instruction;

7.1.4. meeting with students for the purpose of academic advisement;

7.1.5. maintaining accurate student records;

7.1.6. respecting student rights in accordance with the Board's Policy on Student Rights and Discipline;

7.1.7. distributing to students during the first week of classes, subject to subsequent modification, with copies to the appropriate Dean, a course compendium that includes information about course objectives, topics with time-frames, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be utilized;

7.1.8. within the scope of the Work Year, attending college convocations and college or system conferences, commencement, meetings and department meetings to the extent reasonable;

7.1.9. preparing routine reports such as academic deficiency reports or attendance verification reports for veterans' benefits.

7.2 RIGHTS OF EMPLOYEES TO THEIR PROFESSIONAL AND GRIEVANCE FILES

7.2.1. All contents of the professional file of any Employee and any grievance in the common grievance file filed by such individual, if maintained by the

college, shall be accessible on a reasonable basis to such individual, except that medical, psychiatric or psychological data regarding such individual shall be handled in accordance with Section 4-194 of the Connecticut General Statutes. It is understood that a professional file may not be maintained for each Level I Part-time Employee.

7.2.2. Upon ratification of this Agreement, no item shall be placed in or removed from the professional file of any Employee without a copy of such item being furnished to said Employee.

7.2.3. Each Employee shall have the right to examine any material in his/her professional file. The Employee shall have the right to attach written comments to any items, materials, or documents contained in his/her professional file, except that medical, psychiatric or psychological data regarding such individual shall be handled in accordance with Section 4-194 of the Connecticut General Statutes. The Employee shall also have the right to have a copy of any such items, materials, and/or documents at his/her cost.

7.2.4. When any statement placed in an Employee's file is shown to be false, such statement shall be removed, subject to law.

7.2.5. The President of the Federation (or his/her designee) may upon written request examine the professional file of an individual Faculty Member if such examination is pursuant to the following:

- (1) a filed grievance, a grievance under investigation or in preparation; or
- (2) written charges have been filed by the Board against such Faculty Member.

Notwithstanding (1) and (2) above, the President of the Federation must present prior to examination a signed written authorization of the Faculty Member whose file is to be examined.

7.2.6. The President of the Federation (or his/her designee) may examine any grievances in the common grievance file, if such is maintained by the college.

ARTICLE VIII.

APPOINTMENTS AND REAPPOINTMENT

8.1 LEVEL I PART-TIME APPOINTMENTS

8.1.1. A “Level I Part-time Appointment” is an appointment issued by the Board or its Designee in order to meet the temporary needs of the system or to signify an explicitly temporary assignment involving fewer than 7.5 contact/credit hours for teaching employees or fewer than 20 hours per week for non-teaching employees. Level I Part-time Appointments are not tenure track appointments. There is no limit upon the number of Level I Part-time Appointments a Faculty Member may be granted.

8.1.2. Termination of Level I Part-time Appointments

Level I Part-time Appointments terminate at the conclusion of the appointment.

8.2. OTHER CONDITIONS OF APPOINTMENT

8.2.1. Meetings

General meetings of the faculty and meetings of all department heads requested by the Administration shall be communicated to Employees at the campus or in the department(s) not less than five (5) class days prior to such meeting, except in case of emergencies.

8.2.2. Travel Expenses and Reimbursements

Employees shall be reimbursed for mileage, meal and lodging expenses in accordance with State travel regulations.

8.3. RELATIONSHIP OF INDIVIDUAL LETTER OF APPOINTMENT TO COLLECTIVE BARGAINING AGREEMENT

8.3.1. Any individual letter of appointment between the Employer and the individual Level I Faculty Member shall be subject to the terms of this collective bargaining agreement and shall so state in such letter.

8.3.2. In the event of conflict between the provisions of an individual letter of appointment and the provisions of the Agreement, the provisions of this Agreement shall be controlling.

ARTICLE IX.

EVALUATION

9.1. EVALUATION PROCESS

The Board shall promulgate an evaluation process consistent with the terms of this Article. The evaluation process shall address:

- a. The standards under which bargaining unit members will be evaluated;
- b. Procedural guidelines and forms; and
- c. The identity of those individuals who are responsible for conducting evaluations.

It is the intent of the parties that each bargaining unit member be evaluated periodically. The evaluation shall be conducted openly. It is understood that the extent of evaluation of part-time bargaining unit members varies among the colleges and that periodic evaluation is an objective but not a requirement of this Agreement.

9.2. FACULTY RIGHTS RELATIVE TO EVALUATION

9.2.1. Each evaluation shall be in writing and shall be signed by the person performing such evaluation, and by the person being evaluated.

9.2.2. The signing of such evaluation form shall in no way be construed as agreement or disagreement with such evaluation by the Faculty Member being evaluated, but shall serve only to indicate that said Faculty Member being so evaluated has seen such evaluation.

9.2.3. Any Faculty Member so evaluated may attach his comments to such evaluation in the section on such evaluation form which is reserved for such purpose, and said Faculty Member may attach additional sheets containing such comments to such evaluation form.

9.2.4. A copy of such evaluation shall be given to said Faculty Member, and a copy shall be placed in said Faculty Member's professional file.

9.2.5. The evaluator shall make himself or herself available for discussion of such evaluation with the bargaining unit member evaluated.

9.3. Only the accuracy or relevance of any fact contained in a report or document related to the evaluation shall be subject to the grievance procedure.

ARTICLE X.

DISCIPLINE AND DISMISSAL

10.1. DISCIPLINE OR DISMISSAL

No Faculty Member shall be disciplined or dismissed except for just cause.

10.2. JUST CAUSE

Discipline or dismissal of a Faculty Member for just cause shall include but shall not be limited to the following:

- a. Incompetent or inadequate performance;
- b. Repeated neglect of the responsibilities of his/her position;
- c. Insubordination;
- d. The use of fraud, collusion, or misrepresentation of a fact material

to obtain employment with the college or material to promotion.

10.3 DUE PROCESS

Any discipline or dismissal shall be accompanied by the reason(s) and rationale for such decision, and a timely opportunity for the affected Faculty Member to be heard in connection with such proposed disciplinary action.

ARTICLE XI.

GRIEVANCE PROCEDURE

11.1. PURPOSE

Any disputes or allegations thereof between the parties of this Agreement shall be settled in accordance with the provisions of this grievance procedure and such proceedings shall be kept as confidential as is appropriate.

The parties recognize that some grievances filed may concern the interpretation or application of language common to the Federation and one or more of the other unions representing unclassified professional employees of the System. In such cases, the other union or unions shall be necessary parties with the rights to be present and heard.

11.2. DEFINITIONS

11.2.1. The term "grievance" shall mean any claim or allegation by any aggrieved Faculty Member or group of Faculty Members or the Federation (each category of which shall hereinafter be referred to as the "grievant") that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

11.2.2. The term “party in interest” shall mean the person(s) making such claim or allegation, including their designated representative(s), and any person(s) who, in order to resolve a grievance, might be required to take action or who might have action taken against him/them.

11.2.3. The terms “Federation,” “Board,” and “Employer,” are defined as in Article 2.

11.2.4. The term “Dean” shall refer to Deans and to Associate Deans.

11.3 **TIME LIMITS**

11.3.1. All grievances shall be processed in accordance with the time limits specified in each grievance step herein, and the number of days indicated at such step shall be considered to be the maximum.

11.3.2. Except for the initial filing of a grievance, such time limits may be extended by written agreement between the grievant and the Employer provided that no such agreement or extension shall be made after the expiration of such time limits.

11.3.3. Failure to file or appeal any grievance within the specified time limits at any step of this grievance procedure shall result in a waiver of such grievance.

11.3.4. Failure of the Employer to respond to any grievance within the specified time limits shall be deemed a denial of such grievance and may be appealed to the next step.

11.4 **REPRESENTATION RIGHTS OF THE FEDERATION AND OF FACULTY MEMBERS**

11.4.1. The parties agree that no reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.

11.4.2. Upon request by the Federation to the Employer, the Employer shall furnish to the Federation such information, records, and data which are relevant to the investigation and processing of grievances.

11.4.3. Any grievant or party in interest may be represented in the grievance procedure by a person of his own choosing provided that:

a. The representative of the grievant or party in interest is not a representative, legal counsel, agent, or officer of any labor or collective bargaining organization other than the Federation.

b. The Federation shall receive from the Employer twenty-four (24) hours notice of such meeting at which the Federation shall have the right to be present and to state its view.

c. The Federation shall be notified in writing of:

- (1) the filing of such grievance;
- (2) the issue or matter involved;
- (3) the disposition of any such grievance by the

Employer representative who rendered such disposition.

d. Such notification to the Federation shall be issued at the same time that such notification is issued to the grievant.

e. Such disposition shall not constitute a precedent for either party.

f. Such disposition shall in no way conflict with or violate any provision of this Agreement.

11.4.4. Any meeting held at any step of this grievance procedure shall be conducted at a time and place agreed upon by the Federation and the Employer which will afford a fair and reasonable opportunity for the parties to be present.

11.4.5. Any Faculty Member shall have the right to have his steward present at any meeting with any representative of the Employer when he has reason to believe that a disciplinary action will result therefrom.

11.5. **PROCESSING OF GRIEVANCES**

Formal grievances shall be filed on mutually agreed upon forms and shall specify in reasonable detail the following:

- a. the facts;
- b. the issue;
- c. the date of the alleged violation;
- d. the controlling contract provisions; and
- e. the remedy or relief sought.

The appropriate college steward shall be present at any and all steps the employee deems necessary during the grievance procedure without loss of pay and other benefits, provided there is no disruption of the steward's class schedule or professional responsibilities.

11.6 **ADMINISTRATIVE RECORD-KEEPING OF GRIEVANCES**

All documents, communications, and records generated by the processing of a grievance shall be filed separately from the personnel files and professional files of the participants.

11.7. **THE GRIEVANCE PROCEDURE**

11.7.1. Step 1. Informal Procedure

A. Any grievant who feels that there is a grievance shall first discuss the problem with his supervising Dean or with whomever the Employer has designated.

B. Said grievant shall request such discussion with said supervising Dean, or Designee, not later than twenty-one (21) work days after said grievant or Faculty Member knew, or should have known, or should reasonably have been expected to have learned of the act or condition on which the grievance is based.

C. Any grievance arising from the act or omission of any official above the rank of dean shall be originally filed within the twenty-one (21) day time limit stated in (B) above, at either Step 3 or Step 4, as appropriate.

11.7.2. Step 2. Formal Procedure

A. No grievance shall be filed under this Section without first having gone through the informal procedure in 11.7.1. above.

B. If the grievance is not resolved at Step 1 within ten (10) work days after the Step 1 discussion, said grievant may submit such grievance in writing to the appropriate Dean not later than twenty (20) working days after said Step 1 discussion.

C. Said appropriate Dean shall submit his disposition of such grievance to the grievant and to the Federation within ten (10) working days following receipt by said Dean of such written grievance.

D. Such disposition by said Dean shall be in writing and shall state the reasons and rationale for any denial of such grievance.

11.7.3. Step 3. President or His Designee

A. If the grievance is not resolved at Step 2, the grievant and/or the Federation may file such written grievance with the President or his

designee within ten (10) work days after the receipt of the disposition of such grievance by said appropriate Dean.

B. Not later than ten (10) work days after the receipt of such grievance, said President or his designee shall meet with the grievant and/or the Federation for the purpose of resolving the grievance.

C. Not later than ten (10) work days after such meeting, said President or his designee shall submit his disposition of such grievance to the grievant and/or Federation.

D. Such disposition shall be in writing and shall include the reasons and rationale for any denial of such grievance.

11.7.4. Step 4. Chancellor

A. If the grievance is not resolved at Step 3, the grievant and/or Federation may file such written grievance with the Chancellor or his designee not later than ten (10) work days after receipt by the Federation of the disposition of such grievance by said President.

B. Not later than fifteen (15) work days after receipt of such grievance, said Chancellor or his designee shall meet with the parties and after such meeting shall, not later than ten (10) work days, submit his disposition of such grievance to the Federation.

C. Such disposition shall be in writing and shall include the reasons and rationale for any denial of such grievance.

D. Settlements shall be reduced to writing. Settlements at Step 3 or below shall be without prejudice or precedent, unless specifically authorized and executed by the Step 4 representative, provided that Step 3 settlements shall be precedential at the campus where the grievance occurred. Settlements at Step 4 or 5 shall be precedential, unless the parties provided to the contrary.

11.7.5. Step 4A.

The Federation shall designate four representatives on the statewide Federation Grievance Committee to meet with the Chancellor or his/her designee to discuss grievances pending at arbitration. Either side may request the services of a mediator from the State Board of Mediation and Arbitration.

11.7.6. Step 5. Arbitration

A. Filing

If the grievance has not been satisfactorily resolved at Step 4 of this grievance procedure, the Federation may submit the matter to final and binding arbitration not later than thirty (30) calendar days after receipt by the Federation of the disposition of such grievance by the Chancellor.

B. Selection of Arbitrator

In the event that the Chancellor or his designee and the Federation cannot agree on an arbitrator forthwith, either party may request that the arbitrator be selected from a panel provided by the American Arbitration Association, in which event such arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect.

C. Submission to Arbitration

Such submission to arbitration shall be by letter addressed to the American Arbitration Association and postmarked within the time limit provided in Subsection A of this Section 11.7.6. A copy of such letter shall be mailed concurrently to the Chancellor.

Such submission to arbitration shall specify the alleged violation of the Agreement and shall specify the remedy or relief sought.

D. Expenses

The expenses for the arbitrator's services and for the hearing shall be shared equally by the Board and the Federation except for those costs accruing to either party who at its respective option elects to purchase its own transcript or to retain its own counsel.

Each party shall bear the cost of preparing its own witnesses, except that any employee whose participation at an arbitration hearing as a witness is deemed necessary by the Employer, the Federation, or the Arbitrator, or who will serve as the spokesperson for the Federation shall receive no loss of pay thereby, or charge to any other leave. The parties shall provide 48 hours notice to the college Administration for such release time. Unless otherwise agreed, arbitration hearings shall be conducted at the System Office.

E. Authority of Arbitrator

The Arbitrator's decision, subject to Connecticut General Statutes § 52-418, shall be final and binding provided that said arbitrator shall be without power to add to, subtract from, alter, amend, or modify any provision of this Agreement.

ARTICLE XII.

SEPARATION BECAUSE OF INCAPACITY

When a Faculty Member has become physically or mentally incapable of or unfit for the efficient performance of duties of his/her position, the President may recommend to the Board that the person be separated from state service in good standing. The Board may require that the Faculty Member receive a physical or mental examination by competent medical professionals, at the expense of the Board.

ARTICLE XIII.

COMPENSATION

13.1. RATES OF PAY

13.1.1. The part-time lecturer rates for the 2007-2010 contract will be as follows:

	Less Than 18 Hours	More Than 18 Hours
Fall 2007	\$1,211	\$1,304
Fall 2008	\$1,272	\$1,369
Fall 2009	\$1,336	\$1,437

13.1.2. Part-time lecturers teaching courses with a clinical component shall be paid as follows:

Fall 2007	Fall 2008	Fall 2009
\$8,975/course	\$9,424/course	\$9,895/course

13.1.3. The minima for part-time (less than twenty hours per week) Educational Assistants shall be as follows for the 2007-2010 contract :

	Fall 2007	Fall 2008	Fall 2009
Associate's Degree	\$19.54	\$20.52	\$21.55
Bachelor's Degree	\$22.63	\$23.76	\$24.95
Master's Degree	\$27.11	\$28.47	\$29.89
Master's + 4 Years	\$33.52	\$35.20	\$36.96

13.1.4. Returning part-time (less than twenty hours per week) Educational Assistants shall receive collective bargaining increases as follows:

	Increase	Effective Date
2007-2008	5%	July 1, 2007
2008-2009	5%	July 1, 2008
2009-2010	5%	July 1, 2009

13.1.5. Clinical Faculty (formerly referred to as “Clinical EAs”) shall be paid at the following rates:

	Rate Per:	2007-08	2008-09	2009-10
0-3 years at college	Hour	\$44.13	\$46.34	\$48.66
> 3 years at college	Hour	\$48.99	\$51.44	\$54.01

13.1.6. There shall be no retroactive payment made during the life of this Agreement to any Level I Part-Time Employee.

13.1.7. Coaches shall be paid in accordance with Attachment A to Appendix D (Side Letter Agreement Re: Compensation of Athletic Coaches).

13.2. GRANT AND CONTRACT FUNDED COURSES

Whenever a Teaching Faculty Member voluntarily accepts an offer of employment to teach a grant- or contract-funded course (regardless of the location of where the course is taught or whether said course is for credit or not), he or she shall be compensated at market driven rates, as determined by the Employer and the individual bargaining unit member. Said rates shall not be subject to the grievance and/or arbitration provisions of this Agreement. For these purposes, a “grant- or contract-funded course” shall be defined as any course whose funding derives from a grant or from a contract with any public sector or private entity (for example, a grant from the Connecticut Department of Labor or a contract with Pratt & Whitney).

13.3. LONGEVITY

During the term of this Agreement, semi-annual longevity payments shall be provided to Level I Part-time members of the bargaining unit on a prorated basis. Longevity payments shall be provided for eligible members as follows:

13.3.1. The full increment value for longevity purposes shall be One Thousand Fifty Dollars (\$1,050) in 2007-08, One Thousand One Hundred Three

Dollars ((\$1,103) in 2008-09 and One Thousand One Hundred Fifty-Six Dollars (\$1,156) in 2009-10.

13.3.2. Such semi-annual longevity payments shall be effective on April 1 and October 1 of each year, except that a retiring member shall receive during the month immediately following retirement, a pro-rated payment based on the proportion of the six-month period served prior to the effective date of his/her retirement.

13.3.3. All other rules for calculating and distributing longevity, as described in Section 5-213 of the General Statutes shall apply.

ARTICLE XIV.

LEAVES, VACATIONS AND HOLIDAYS

14.1. LEAVES OF ABSENCE

Military, jury duty, pregnancy disability and family and medical leaves shall be provided as required by applicable law.

14.2. SICK LEAVE

14.2.1. All Level I Part-time non-teaching Employees, after six months of continuous employment shall begin to accrue prorated sick leave. The amount of the sick leave and the conditions for said sick leave shall be prorated on the accrual basis listed below in 14.2.1.1. Should such an employee later have a break in service, upon reemployment he or she must work six months of continuous employment before again beginning to accrue prorated sick leave.

14.2.1.1. Entitlement and Conditions

14.2.1.1.1. For the purposes of prorating sick leave accrual, it is noted that a full-time Faculty Member accrues sick leave with pay at the rate of one and one-quarter days per each completed calendar month of continuous full-time service (10 month employees, 12.5 days per year; 12 month employees, 15 days per year).

14.2.1.1.2. Earned sick leave shall be granted to a Faculty Member for the following reasons:

- a. incapacitation for duty;

b. when presence at work will expose others to a contagious disease;

c. in the event of death in the immediate family, when as much as three work days' leave with pay shall be granted (immediate family for all purposes under this Agreement means spouse, father, mother, sister, brother, or child, or any other relative who is domiciled in the Faculty Member's household);

d. if critical illness or severe injury in the immediate family creates an emergency which requires the attendance or aid of the Faculty Member, then up to five work days' with pay in a calendar year shall be granted.

14.2.1.1.3. Medical Certificates

An acceptable medical certificate shall be required to substantiate a request for sick leave in the following situations:

a. any period of absence of more than five consecutive days;

b. leave of any duration if absence from duty recurs frequently or habitually, provided that the Faculty Member has been notified that a certificate will be required;

c. leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

14.2.1.1.4. Compensation at Retirement or Death

Upon retirement, pursuant to Chapter 66 of the Connecticut General Statutes, as amended, a Faculty Member shall be compensated at the rate of one-fourth (25%) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum of an equivalent of sixty (60) days' pay.

Upon the death of an employee who has completed ten (10) years of State service, the Employer shall pay to the Employee's estate one-fourth (25%) of the deceased Employee's daily salary for each day of sick

leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum of an equivalent of sixty (60) days' pay.

Compensation for twelve (12) month employees equals the product of: (a) the Employee's annual salary divided by two hundred sixty one (261); and (b) the number of sick days accrued by the Employee, up to a maximum of 240 sick days; and (c) one-fourth (25%).

Compensation for ten (10) month employees equals the product of: (a) the Employee's annual salary divided by two hundred seventeen (217); and (b) the number of sick days accrued by the Employee, up to a maximum of 240; and (c) one-fourth (25%).

All of the foregoing is agreed to with the understanding that, in the event of any inconsistencies between the language of this Section and previously negotiated coalition agreements (SEBAC), the latter shall prevail and, further, that future negotiations regarding this subject may be preempted by coalition bargaining.

14.2.2. In lieu of sick leave for Level I Part-time Teaching Faculty, the Board of Trustees agrees to allow Faculty Members to make up classes canceled as a result of illness or injury so as to enable the Faculty Member to avoid losing compensation as a result of said illness. The scheduling and adequacy of make-up classes must be approved by the President or his/her designee in advance. The Board, however, reserves the right to determine, in its sole discretion, that an illness is likely to be of such duration that it would not be in the best interest of the students to wait for the Faculty Member's return to work for classes to resume.

14.2.3. Annual sick and vacation leave shall continue to be available to unit members who are rehired within one year of separation from employment.

14.3. **HOLIDAYS**

If a non-teaching Level I Part-time employee is required to work on a State holiday, or if a holiday falls on a day on which he/she is not regularly scheduled to work, he/she shall be granted equivalent time off. Such time off must be utilized within one (1) year.

14.4. EMERGENCY SCHOOL CLOSING

When classes are cancelled or the college is closed due to weather or other circumstances, all Faculty Members (both teaching and non-teaching) need not report to work and shall suffer no loss of pay or charge to any other leave. Any Faculty Member who is required to appear before the Board shall suffer no loss of salary or charge to any other leave.

14.5. VACATION LEAVE FOR NON-TEACHING LEVEL I PART TIME EMPLOYEES

After six months of continuous employment, all non-teaching Level I Part-time Employees shall commence to accrue vacation leave on a prorated basis; said proration being computed based upon an accumulation of vacation leave of three (3) weeks per contract year for a full-time employee. Use of accrued vacation shall be subject to the approval of the President of the College or his/her designee and must be taken during the contract year when earned.

14.6. LEAVE PRIVILEGES FOR TRANSFERRED STAFF MEMBERS

Subject to the limits of State statutes and regulations, non-teaching Level I Part-time Employees who are transferred within or into the Community College System shall not be deprived of sick, vacation or personal leave privileges previously earned in another Connecticut State agency or a Connecticut Community College prior to his/her transfer. A transfer for these purposes shall be defined as being hired by the Community College System after serving elsewhere in State service, with no break in service between the two jobs.

ARTICLE XV.

FRINGE BENEFITS

15.1. HEALTH AND LIFE INSURANCE

Level I Part-time Employees may obtain health insurance coverage by paying the full premium for such coverage at the group rate. Should national health insurance be enacted during the term of this Agreement, the foregoing shall not be deemed to prevent the parties from entering into any necessary negotiations (unless such negotiations are preempted by coalition bargaining).

15.2. RETIREMENT

Level I Part-time Employees shall be eligible to participate in retirement benefit programs to the extent allowed by State law.

ARTICLE XVI.

LAYOFFS

16.1. REDUCTION IN FORCE.

The Board shall retain the right to reduce its workforce. A reduction in force does not include a termination of employment for disciplinary reasons.

16.2. NOTICE OF LAYOFFS

The Employer shall give at least six (6) weeks' notice of layoff, except in the case of soft money positions funded by external sources, such as grants and contracts.

ARTICLE XVII.

SAVINGS CLAUSE

If any provision of this Agreement is declared to be unlawful or unenforceable or not in accordance with applicable statutes or regulations by an administrative agency or judicial authority of appropriate jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XVIII.

LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede preexisting statutes shall not become effective unless or until legislative approval has been granted pursuant to C.G.S. § 5-278. The Board shall request such approval as provided by law. If the Legislature rejects such request as a whole, the parties shall return to the bargaining table.

ARTICLE XIX

EXTENT OF AGREEMENT

The understandings and agreements arrived at by the parties set forth in this Agreement shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the parties for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Provided, however, in the event a reorganization of the Community College System is mandated by the Legislature, the Board will negotiate with the Federation over the impact such reorganization has on bargaining unit members.

ARTICLE XX.

SUCCESSOR NEGOTIATIONS

Successor negotiations shall be in accordance with the Agreement between the parties.

ARTICLE XXI.

DURATION

Except as specifically provided otherwise, this Agreement shall be effective from the date it is approved by the Connecticut General Assembly and shall continue in full force and effect through June 30, 2010.

SIGNATURES OF THE PARTIES TO THIS AGREEMENT

**BOARD OF TRUSTEES OF
COMMUNITY-TECHNICAL COLLEGES**

**FEDERATION OF TECHNICAL
COLLEGE TEACHERS**

By: _____

Marc S. Herzog
Chancellor

By: _____

Dennis J. Bogusky
President

SCHEDULE A
LONGEVITY

2007-08				
Longevity Base	10-14 years	15-19 years	20-24 years	25 or more years
\$1052	263	526	789	1048

2008-09				
Longevity Base	10-14 years	15-19 years	20-24 years	25 or more years
\$1104	276	552	828	1104

2009-10				
Longevity Base	10-14 years	15-19 years	20-24 years	25 or more years
\$1160	290	580	870	1160

SCHEDULE B
MISCELLANEOUS RATES OF PAY

	Rate Per:	2007-08	2008-09	2009-10
Part-Time Lecturer				
Level I < 18 credit hours	workload credit	\$1,211	\$1,272	\$1,336
Level II > 18 credit hours	workload credit	\$1,304	\$1,369	\$1,437
Part-Time EA (< 20 hours) Minima				
Associates	Hour	\$19.54	\$20.52	\$21.55
Bachelors	Hour	\$22.63	\$23.76	\$24.95
Masters	Hour	\$27.11	\$28.47	\$29.89
Masters + 4	Hour	\$33.52	\$35.20	\$36.96
Part-Time Nursing				
0-3 years at college	Hour	\$44.13	\$46.34	\$48.66
> 3 years at college	Hour	\$48.99	\$51.44	\$54.01

APPENDIX A
SIDE LETTER OF AGREEMENT RE: FEDERATION RIGHTS

1. The Board acknowledges and agrees that the fact that the Level I Part-time Agreement does not contain provisions concerning Federation Rights is not intended to nor should it be interpreted as implying any diminution of the Federation's rights under Article 4 of the collective bargaining agreement covering Level II Part-time and Full-time Employees or under law with respect to Level I Part-Time Employees.

2. During the term of this Agreement, the Federation, upon request, may meet with representative of the Board to discuss course privileges, course development, the information which is provided to job applicants, evaluation, and professional development as they relate to Level I Part-time Employees. Neither party, however, shall be required to negotiate over said topics during the term of said Agreement.

APPENDIX B

MEMORANDUM OF AGREEMENT RE: SEMESTER CONFIGURATION

Applicable To Courses Which Are Assigned To Level I Part-time Faculty Members:

The parties recognize that a semester configuration of less than the fifteen/sixteen week norm may be desirable. It is agreed that the fifty minute contact/credit hour standard may be adjusted to accommodate such alternative semester configuration. Therefore, the parties agree that the alternate semester configuration shall be derived by dividing 750 minutes by the alternative number of weeks, e.g. 750 minutes divided by 14 weeks = 53.5 minutes per week for each contact/credit hour.

Grant or Industry related programs which are assigned as part of the regular work load of faculty members may necessitate substantially reduced week semesters (such as the Gateway Community College Automotive Program). When such programs are identified, the parties shall meet to resolve any concerns caused by such alternative scheduling.

Applicable To Courses Covered By Section 13.2:

The Employer may determine the number of weeks and the contact/credit hours which shall be contained in courses covered by Section 13.2 of this Agreement.

APPENDIX C

SIDE LETTER OF AGREEMENT RE: COMPENSATION OF ATHLETIC COACHES

The parties have agreed to the following with respect to the compensation of part-time athletic coaches in the Congress, AFT and AFSCME bargaining units:

1. This memorandum of agreement resolves all issues, which were or could have been raised regarding the terms of the Spring 1998 settlement agreement which provided that “There shall be a joint study committee created to look at harmonizing coaching compensation. Any increases in total dollars recommended by the committee and approved/ratified by both the coalition and the Board of Trustees shall be paid for with existing contract funds”.
2. The parties have adopted a new compensation structure for part-time athletic directors and coaches for the 1999-2000 and 2000-01 academic years, as indicated on Attachment A. The new harmonized structure replaces the 1977 “community college” grid and the rates of pay in Article 16 of the AFT contract and shall be included in the three contracts (i.e., AFT, CCCC and Congress/AFSCME merged agreement).
3. The new structure has two tiers for coaches as noted below:
 - Major Sports: basketball, baseball, soccer, softball and football.
 - Minor Sports: golf, tennis, cross-country, track, volleyball, field hockey, and all other sports unless the parties otherwise agree.
4. Employees will be placed on the new salary grid in accordance with the following:
 - a. individuals employed in the CTC system as athletic coaches during the 1998-99 and 1999-2000 year will be placed on the 1999-2000 grid, at the closest step which does not result in a decrease from the 1997-98 salary.
 - b. individuals previously employed in the CTC system as athletic coaches, but not employed as coaches during 1998-99 shall be placed at the minimum salary.
 - c. new athletic coaches will be placed at the minimum salary.
 - d. athletic directors will be placed at the minimum salary.

5. Coaches who work in 1999-2000 and return in 2000-2001 shall move from their step on the 1999-2000 grid to one-step higher on the 2000-01 grid. Athletic directors who work in 1999-2000 and return in 2000-01 shall move from step one of the 1999-2000 grid to step two of the 2000-01 grid.
6. Increases to the athletic director and coach compensation schedule, and continuation of step increases beyond the 2000-01 year are subject to future negotiation and funding.
7. Recognizing that athletic programs vary in size and scope, the parties have agreed that colleges with fledgling athletic programs may compensate part-time Athletic Directors at a rate which is 85% of the rates noted in Attachment A. The parties do not contemplate payment of the reduced rate for more than three years.
8. The following rules shall govern the placement of part-time Athletic Directors and Coaches into the three bargaining units:
 - a. full-time faculty and administrators who are engaged as athletic directors or coaches for additional compensation shall remain in their current bargaining unit (i.e., Congress, AFSCME or AFT).
 - b. employees whose only employment obligation is part-time athletic director or coach shall be placed in either the Congress or AFT bargaining units based upon the following:
 - 1) athletic directors and coaches at the seven non-merged colleges (Asnuntuck, Housatonic, Manchester, Middlesex, Northwestern, Quinebaug Valley, Tunxis) shall be placed in the Congress bargaining unit.
 - 2) athletic directors and coaches at the five merged colleges (Capital, Gateway, Naugatuck Valley, Norwalk, Three Rivers) shall be placed in the Congress or AFT unit in accordance with this schedule:
 - the first athletic director or coach goes into the Congress
 - the second athletic director or coach goes into the AFT
 - the third athletic director or coach goes into the Congress

- the fourth athletic director or coach goes into the Congress
- the fifth athletic director or coach goes into the Congress
- the sixth athletic director or coach goes into the AFT
- the seventh athletic director or coach goes into the Congress
- the eighth athletic director or coach goes into the Congress
- the ninth athletic director or coach goes into the Congress
- the tenth athletic director or coach goes into the AFT
- the eleventh athletic director or coach goes into the Congress
- the twelfth athletic director or coach goes into the Congress
- the thirteenth athletic director or coach goes into the Congress
- the fourteenth athletic director or coach goes into the AFT

3) unit placement decisions at the merged colleges are done college by college, one year at a time as indicated in 8.b.2)above. The parties recognize that this methodology may result in employees changing bargaining units each year.

9. Neither party will assert the characteristics (e.g., salary ranges, step values, step advancement) of the athletic director and coach compensation structure as precedential with respect to the salary structures of other bargaining unit employees, including but not limited to, other part-time Educational Assistants, part-time lecturers, full-time administrators or faculty.

10. Rollout dollars in the existing collective bargaining accounts will be used to cover the cost of implementation of this agreement. Funding requirements will be determined

by comparing the total amount spent on coaches in 1997-98 with the total amount spent in 1999-2000 and 2000-01, with the difference coming from contract accounts. The Board will provide the unions with an analysis of the cost of implementation.

**ATTACHMENT A
RATES OF PAY FOR COACHES AND ATHLETIC DIRECTORS**

2007-08

Coaches	Step 1	Step 2	Step 3	Step 4	Step 5
Athletic Director (annual)	\$10,272	\$11,151	\$12,030	\$12,908	\$13,787
Coach (major) (season)	\$7,036	\$7,670	\$8,304	\$8,938	\$9,572
Asst. Coach (major) (season)	\$4,221	\$4,576	\$4,927	\$5,279	\$5,632
Coach (minor) (season)	\$2,815	\$3,040	\$3,263	\$3,489	\$3,714
Asst. Coach (minor) (season)	\$1,408	\$1,520	\$1,633	\$1,744	\$1,857

2008-09

Athletic Director	\$10,786	\$11,709	\$12,632	\$13,553	\$14,476
Coach (major)	\$7,388	\$8,054	\$8,719	\$9,385	\$10,051
Asst. Coach (major)	\$4,432	\$4,805	\$5,173	\$5,543	\$5,914
Coach (minor)	\$2,956	\$3,192	\$3,426	\$3,663	\$3,900
Asst. Coach (minor)	\$1,478	\$1,596	\$1,715	\$1,831	\$1,950

2009-10

Athletic Director	\$11,325	\$12,294	\$13,264	\$14,231	\$15,200
Coach (major)	\$7,757	\$8,457	\$9,155	\$9,854	\$10,554
Asst. Coach (major)	\$4,654	\$5,045	\$5,432	\$5,820	\$6,210
Coach (minor)	\$3,104	\$3,352	\$3,597	\$3,846	\$4,095
Asst. Coach (minor)	\$1,552	\$1,676	\$1,801	\$1,923	\$2,048

APPENDIX D

SIDE LETTER RE: RETIREMENT PLANS

The Employer agrees to seek permission from the State to allow Level I Part-time Employees to voluntarily opt out of State-sponsored retirement plans if they so desire. The Federation recognizes that, with or without such permission, taxation issues exist in connection with this matter.

APPENDIX E

SIDE LETTER RE: AGREEMENT Re: SECTION 13.3

The Employer and the union shall discuss the extent to which it is possible to keep records necessary to support the determination of longevity eligibility and status. In the interim, the burden of establishing eligibility and placement shall be on the employee.

APPENDIX F

SIDE LETTER RE: ACADEMIC WORK YEAR FOR TEACHING FACULTY

When there are not a sufficient number of class days to meet Board policy, a college may reschedule no more than two Monday holidays to days other than the state-designated day in order to balance the class schedule. No attempt shall be made to reschedule a faculty holiday to a Friday for the sole purpose of having faculty members not present on this particular day.

APPENDIX G

JOB SECURITY FOR PART-TIME LECTURERS

1. When a part-time lecturer in the system has taught 24 credits and has not received an unsatisfactory evaluation, the part-time lecturer will be placed in the part-time lecturer pool at the college(s) where the part-timer has accumulated a minimum of 18 credits. The relevant time period for the accumulation of credits referred to in this paragraph is the period of July 1, 1992 forward.
2. Entrance into, and continuation in, the pool is subject to a "break-in-service" requirement. A break in service is a period of 36 or more months in which a part-time lecturer does not teach for the system. However, if an individual is scheduled to teach a course that is ultimately cancelled, or if the individual does not teach the scheduled course for reasons beyond his/her control, the individual will nevertheless be given credit for the course for purposes of determining if there is a break in service. Where there is a break in service, the part-time lecturer shall be removed from the pool, and all time prior to the break in service shall be ignored for purposes of determining whether the 18/24-credit threshold is met.
3. Calculation of minimum service for inclusion in the initial pool shall be retroactive to July 1, 1992 and shall apply to part-time employees employed during academic 2000/2001 or 2001/2002, as shall the application of the break-in-service rules.
4. Among the members of the pool who are qualified for a course, employees will be assigned on a seniority basis to at least one course per semester, subject to course availability. Seniority will be calculated by determining when the 18/24-credit threshold was met. This provision does not require that any specific course be

assigned on a seniority basis, only that if the number of pool members exceeds the number of available courses, senior pool members will be assigned at least one course.

5. This agreement applies only to initial course assignments and does not apply to:
 - changes in course assignments necessitated by enrollment or by other unanticipated circumstances which occur within 14 days of the start of classes;
 - courses offered under grants or contracts;
 - the assignment of courses to full-time employees, including but not limited to the assignment of "overload" courses to full-time faculty, and the assignment of courses to former full-time employees who have retired;
 - a decision to broaden the hiring pool to enhance the skill base or to enhance affirmative action or diversity in the selection of part-time members.
6. "Qualified" shall mean (1) meeting minimum qualifications; and (2) having adequate preparation for the specific course through appropriate education or experience. Employee qualifications for any specific teaching assignment shall be determined by the employer in relation to the subject matter and goals for the course.
7. It shall be the part-time lecturer's responsibility to indicate his/her pool status at the time he or she applies for a position. After receipt of such an indication, the employer shall treat the part-timer as a member of the pool unless its records definitely establish that the 18/24 credits threshold has not been met.
8. For a part-time lecturer to remain in a pool he/she must perform in a satisfactory manner as determined by the employer. Pools will be maintained and utilized on a college-by-college basis, i.e., not a system-wide basis.
9. The employer's determination with respect to the qualification of part-time lecturers shall be subject to the grievance procedure but not to arbitration. Other failures to comply with the provisions of this agreement shall be subject to the parties' usual dispute resolution procedures, except that should the employer decide not to make an assignment to a qualified member of the pool on the basis of the reasons set forth in the fourth bullet of paragraph 5, its decision shall be sustained unless it is based on reasons which are arbitrary or capricious.

10. Once courses are assigned, a senior member of the pool may not "bump" a junior member of the pool if the senior member's assigned course is cancelled.
11. Repeated attempts to contact a part-timer by telephone and e-mail shall constitute compliance with the requirement to offer such part-timer a course under this agreement.

APPENDIX H

SIDE LETTER ON INITIAL ESTABLISHMENT OF PTL POOL

The following process shall be used to establish and maintain records of seniority in the PTL pool.

The parties shall draft, and the employer shall mail, a joint letter to all pool-eligible PTLs informing them of the process to be used to establish their seniority date.

The process shall include the following elements:

- The process relies on the good faith of PTLs to identify the date upon which they achieved 18/24-credit pool eligibility as described in the parties' agreement on part-time job security. It is not the employer's burden to provide this information to PTLs.
- PTLs will be directed to provide the following information to the appropriate union office: date on which they achieved 18/24-credit pool eligibility, home telephone number, home e-mail address, if any, and disciplines taught.
- The Unions collectively will compile the information and present a PTL pool seniority list to the System Office for distribution to colleges, and thereafter shall update the list as necessary.
- The list will be available at each college. Posting on the college web site shall constitute compliance with this provision.

It is the intent of the parties that any errors in the seniority list will be corrected. However, the seniority list shall not be subject to challenge in the grievance procedure.

APPENDIX I

SIDE LETTER RE: TUITION WAIVERS FOR PART-TIME EMPLOYEES

Part-time lecturers who are in the seniority pool at a college, and non-teaching unit members employed for more than ninety (90) scheduled working days and commencing with the third consecutive semester, shall be eligible for space available tuition waivers on the following terms: Tuition and fees will be waived for one credit course per academic semester to be taken at the college where the unit member is employed. The waiver may be used by the employee, or his/her spouse or any of his/her dependents during a semester when the unit member is actually working, except that if a course or courses assigned to the part-time lecturer are cancelled after a space available tuition waiver as described herein has been granted, the waiver may still be used during said semester.

APPENDIX J

SIDE LETTER RE: PART-TIME PROFESSIONAL DEVELOPMENT

Effective with the 2007-08 fiscal year, \$8500 shall be allocated to a professional development fund for part-time, less than twenty-hour employees in the Federation Level I Part-Time bargaining unit. The dollars will be allocated to the merged colleges, on a pro-rata basis, for reimbursement of approved professional development activities for eligible bargaining unit members.

Eligibility for use of professional development funds is limited to part-time lecturers who have taught at least 18 contact/credit hours in the Community College System and part-time nonteaching unit members who have worked at least nine hours per week for at least three consecutive semesters.

The procedures established by section 16.9. of the principal bargaining unit agreement shall be used to administer this fund.

APPENDIX K

RE: UNIT PLACEMENT OF PTLs ON MERGED CAMPUSES

Agreement made this 8th day of June 2006, amended this 30th day of March 2007, by and among the Congress of Connecticut Community Colleges (“Congress”) and the Federation of Technical College Teachers, AFT, Local 1942, AFL-CIO (“Federation”) (collectively “the Union”) and the Board of Trustees of Community-Technical Colleges (the “Board” or “the employer”).

The parties mutually agree as follows:

1. It is in the mutual interest of the parties to have a systematic basis for determining unit placement of PTLs as between the Federation (Level I PT Agreement) and the Congress (Agreement for Part-time Employees) bargaining units at the five merged community colleges existing at the time of this Agreement (Capital, Gateway, Naugatuck Valley, Norwalk, Three Rivers). This Agreement covers the unit placement of those PTLs as PTLs, as well as their placement as full-time faculty members in a merged college, should such a placement be offered. As used herein, the term PTL refers to a part-time lecturer who teaches credit courses offered during the fall and/or spring semesters through the academic division, or through any other division subject to the jurisdiction of both the Congress and the AFT. It is understood that unit placement refers to placement at a specific merged college and that prior or simultaneous placement as a PTL at another college is subordinate as a factor to a unit placement decision in a merged college that is necessary to comply with this Agreement.

2. The primary factor to be used in determining the unit placement of teaching PTLs at the five merged colleges shall be the proportionality that existed as between the two units on June 30, 1992, such date being immediately prior to the legislative merger of the Regional Community Colleges and the State Technical Colleges in five geographic regions of the State. The prior unit placement of the PTL shall also be a factor, which as described below will in some circumstances be superior, and in others subordinate, to the issue of proportionality.

3. Based upon best estimates currently available of the bargaining unit placement of all PTLs employed as of June 30, 1992 in the community and technical colleges, the Federation shall be entitled to 25% of the teaching PTLs at the five merged colleges and the Congress shall be entitled to 75%. The same 25%/75% proportionality ratio will be maintained at each of the merged colleges. The colleges will make a good faith effort to comply with this ratio. It is understood, however, that because placement decisions are made in a compressed time-frame, the final placement results in any given semester may not perfectly reflect the ratio specified in this paragraph.

4. In order to establish proportionality upon implementation of this Agreement, the parties recognize that adjustments in current unit placement may be desirable. These adjustments will take place upon the signing of contracts by PTLs and will be limited to those PTLs not having met the 24 credit threshold.

5. Notwithstanding the provisions of the parties' Unit Placement Agreement affecting full-time faculty, the following understanding shall govern PTLs who have taught 24 or more credits (at any of the 12 colleges) and who are offered full-time faculty, counselor or librarian positions: such PTLs will not be forced to change bargaining units by the proportionality rule unless at the time of full-time appointment, the full-time ratio on the employing campus is off by more than 5% (e.g., the Congress is below 55%, or the Federation is below 35%). In those cases the parties will, as soon as possible, but in all events prior to the time the employee indicates acceptance of the full-time appointment, inform the employee of the necessity to change bargaining units.

6. Any PTL who was previously employed as a full-time faculty member at a college in the Community College System and who retired from full-time State service, who is rehired to teach as a PTL at a merged college, shall be placed in the bargaining unit where he was a member during his full-time employment with the Board.

7. Nothing contained in this Agreement shall affect the unit placement of PTLs employed at the seven non-merged colleges existing at the time of this Agreement

(Asnuntuck, Housatonic, Manchester, Middlesex, Northwestern, Quinebaug Valley, Tunxis).

8. This Agreement will be administered at the college level. The Board will issue guidelines to facilitate consistent administration of this Agreement.
9. Unit placement decisions shall not be subject to the grievance and arbitration process. Claimed violations of this settlement agreement may be raised with the State of Board of Labor Relations.

APPENDIX L

SIDE LETTER RE: CONTRACT FUNDS

It is the intent of the Employer to provide the Federation with quarterly updates of its reports concerning the status of contract accounts. Best efforts shall be employed to issue updates in accordance with the following schedule:

- For the first quarter (July through September), approximately the last week of October;
- For the second quarter (October through December), approximately the last week of January;
- For the third quarter (January through March), approximately the last week of April; and
- For the fourth quarter (April through June), approximately the last week of July.

Updates of reports on the status of contract accounts shall include credits and expenditures for the fiscal year to date, including rollout and cash, as appropriate. If, at the end of a fiscal year, fewer than all of the current year's allotted dollars in a given account have been spent, the parties shall meet at the request of either of them to discuss the disposition of said unspent funds. It is understood that unspent contract funds shall not lapse. Contract dollars shall be used only for contractually prescribed purposes, unless otherwise agreed by the Board and the Federation.