COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF COMMUNITY-TECHNICAL COLLEGES

AND

THE CONGRESS OF CONNECTICUT COMMUNITY COLLEGES

AND

AFSCME, LOCAL 2480, COUNCIL 4

2002-2007
The original term of this collective bargaining agreement was July 1, 2002 through June 30, 2005. However, on April 22, 2003, in response to a statewide budget shortfall, the parties entered into an agreement pursuant to which negotiated wage increases and associated economic items for 2003-04 were deferred to 2004-05, negotiated wage increases and associated economic items for 2004-05 were deferred to 2005-06 and reopener negotiations will determine the wage increases and other economic items for 2006-07. Consistent with the bargaining period as defined in the Collective Bargaining Law, the reopener will begin in January 2006.

Because of the aforementioned economic changes in the 2002-05 contract, the parties also agreed to extend the non-economic terms so that all terms of the agreement, including the wages and economic provisions resulting from the 2006 wage reopener, will expire on June 30, 2007. For this reason, this printed contract is referred to as the 2002-07 collective bargaining agreement, even though the economic provisions set forth herein cover only the period 2002-05.
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PREAMBLE

The intent of the parties in carrying out their responsibilities is to promote the quality and effectiveness of education in the Connecticut Community College System.* This objective is best accomplished by a good faith cooperative and collegial relationship in the System and on each campus. This preamble is a statement of intent and not subject to grievance and arbitration.

Agreement, made and entered into this 1st day of July 2002 by and between a coalition composed of the Congress of Connecticut Community Colleges (“the Congress”) and Local 2480, Council 4, A.F.S.C.M.E., AFL-CIO (“AFSCME”), hereinafter referred to as “the Union”, and the Board of Trustees of Community-Technical Colleges and the State of Connecticut, hereinafter referred to as “the Board” or “the employer.”

ARTICLE I
RECOGNITION

For the duration of this Agreement, the Board recognizes the Union as the joint, exclusive bargaining agent with respect to all non-faculty professional employees presently or hereafter employed by the Board at its five merged colleges to the extent such employees are set forth in the certifications issued by the Connecticut State Board of Labor Relations in Case No. SE-3259 on December 17, 1975 and the Recognition Agreement in Case No. SE-3259 issued on January 28, 1975, Case No. SE-4669 issued on November 3, 1978, Case No. SE-8181 issued on December 4, 1984 and Case No. SE-5490, Decision No. 1940, and such positions as have and may subsequently be agreed to by the Board and the Union. These certifications are for a unit of employees working twenty (20) or more hours per week.

The Board will deal with the Union in accordance with the Procedures for Administration attached hereto as Appendix D.

ARTICLE II
EMPLOYEE RIGHTS

Section 1. Collective Bargaining Rights

The Board will not discriminate, interfere, restrain or coerce professional staff members in the bargaining unit or in any way infringe upon their rights pursuant to Sections 5-270 et seq. of the Connecticut General Statutes. The Union shall represent all professional staff members in the bargaining unit without discrimination, interference, restraint or coercion, or in any way infringing upon their rights pursuant to Sections 5-270 et seq. of the Connecticut General Statutes.

* Reference in this Agreement to “the Community Colleges” or “the Community College System” shall be the equivalent of a reference to the Board of Trustees of Community-Technical Colleges.
The Board agrees to provide all new bargaining unit members with the Procedures for Administration attached hereto as Appendix D. Within thirty (30) days after the execution of this Agreement, and on an annual basis thereafter, the Board shall provide the Union a list of all employees in the bargaining unit, which shall include the name, address, date of hire, the position held, and the college. Names and addresses of new hires will be provided to Chapter presidents/chairs as soon as reasonably possible.

The Board and the Union agree to furnish all information relevant and necessary to administer the Agreement or to engage in collective bargaining.

Section 2. Nondiscrimination

The Board and the Union shall continue their policy of not discriminating against any member of the bargaining unit on the basis of race, religion, physical disability, criminal record, national origin, sex (including sexual harassment), sexual orientation, age, marital status, political affiliation, or retaliation, as required by any federal or Connecticut statute or regulations pursuant thereto. The parties acknowledge their mutual support of the concept of affirmative action. In the event that a problem arises between the parties concerning affirmative action, it may be raised at a meeting between the Union and representatives of the Board but not through the grievance and arbitration provisions of this Agreement.

Section 3. Gender

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.

Section 4. Domestic Partners

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.

Section 5. Redress

In the event there is an allegation by the Board, the Union, or a member of the bargaining unit that Section 2 of this Article is violated, the matter may be raised pursuant to the grievance procedure in this Agreement provided, however, that in the event the matter is not resolved pursuant to said grievance procedure, rather than proceeding to arbitration, the sole and exclusive means of seeking further redress of the alleged violation shall be the federal and/or Connecticut statute, except in the case of dismissal pursuant to Article XVI, Section 1, or nonreappointment of a fourth or subsequent standard appointment pursuant to Article IX, Section 3.
ARTICLE III
RIGHTS OF THE BOARD OF TRUSTEES

Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to: establishing standards of performance of its employees; determining 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; the determination of the content of job classifications; the appointment, promotion, and transfer of personnel; determining educational policy, programs and courses; directing employees and determining professional assignments; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of regulations not inconsistent with this Agreement; and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE IV
RIGHTS OF THE UNION

SEE APPENDIX A: “RIGHTS OF AFSCME;” “RIGHTS OF THE CONGRESS”

ARTICLE V
PAYROLL DEDUCTIONS

SEE APPENDIX B: “UNION SECURITY AND PAYROLL DEDUCTIONS (AFSCME)”; “DEDUCTION OF DUES AND SERVICE FEES (CONGRESS)”.

ARTICLE VI
ACADEMIC FREEDOM

The Board of Trustees recognizes that professional staff members are entitled to academic freedom, such that:

A. Each member of the professional staff is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other professional duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. Each member of the professional staff is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.
C. The professional staff member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she 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 that he/she is not an institutional spokesperson.

The parties agree that the foregoing language is intended to give meaning to a right of professional staff members which is derivative from the interest of the public and must be balanced with the rights of students. Accordingly, the parties agree that interpretations or applications of the foregoing language by any professional association or labor organization shall not be determinative in interpreting this Article.

ARTICLE VII
GRIEVANCES

The Board and the Union recognize the importance of adjusting grievances fairly without fear of prejudice or reprisal. Accordingly, the Board and the Union agree that they will encourage the prompt settlement of grievances which may arise between a professional staff member, a group of the professional staff, or the Union and employer. Unless otherwise provided within this Agreement, the orderly processes hereinafter set forth shall be the sole method used for the resolution of all grievances.

The parties recognize that some grievances filed may concern the interpretation or application of language common to the Union 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.

Section 1. Informal Adjustments

Whenever possible, problems affecting professional staff members should be adjusted between the professional staff member and the immediate supervisor or within the college structure through the level of President if necessary. Any professional staff member in the bargaining unit may present and discuss his/her complaint with appropriate management representatives and may be represented by the Union in the process. The Union may present and discuss with appropriate management representatives any complaint on its own behalf, but not on behalf of a professional staff member or professional staff members. These presentations or discussions shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at the informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances. Such matters shall not be deemed grievances and their settlement shall not establish any precedent whatsoever for the resolution of any problems between a professional
staff member and the immediate supervisor, the college, or the Board. If a bargaining unit member believes that a problem or concern constitutes a grievance, he or she may request that the President agree to extend the time limit for filing the grievance for up to fifteen (15) calendar days, as provided in 2D below.

Section 2.  Grievance Procedure

A. Definition.
If any professional staff member, group of professional staff members, or the Union should have a complaint as to the interpretation or application of this Agreement, such complaint shall constitute a grievance subject to settlement pursuant to this Section.

In processing grievances under this Section at Levels One and Two the parties shall not be precluded from considering questions of equity, provided, however, that any resolution based upon equity shall not constitute a waiver of the right to assert appropriate contractual provisions in any like case unless such right is expressly waived in writing by the Chancellor.

B. Union Representation.
Grievants shall have the right to representation by the appropriate union at each and every level of the procedure outlined in this Section.

When an individual employee or group of employees elects to submit a grievance without union representation, the appropriate union’s representative shall be provided a copy of the pending grievance and shall have the right to be present at any discussions of the grievance, except that if the employee does not wish to have the union representative present, the union representative shall not attend the meeting but shall be provided a copy of the written response to the grievance and no such response shall constitute an interpretation of this Agreement binding on the Union.

C. Steps.
A grievance shall be filed on a form mutually agreed upon by the Board and the Congress or AFSCME, as appropriate. If the grievance involves an action of the Board or a matter of general applicability within the System, the grievance may be filed at Level Two, provided however that such grievances must be filed within thirty (30) calendar days after the grievant knew, or should have known, of the act or conditions on which the grievance is based. All other grievances shall be processed in accordance with the following:

(1) Level One – President

Within thirty (30) calendar days after he/she knew or should have known of the act or conditions upon which the grievance is based, the grievant shall present the grievance in writing to the President, specifying the facts, rationale, the section or provision of the Agreement
alleged to have been violated and remedy sought, provided failure to file the grievance within the time prescribed shall result in a waiver of the grievance. The President or designee shall meet with the grievant for the purpose of resolving the grievance and shall, within fourteen (14) calendar days of receipt of the written grievance, or the meeting with the grievant, render his/her decision and reasons therefore in writing to the grievant and the appropriate union office.

(2) Level Two – Chancellor

If the grievance is not resolved at Level One or the written decision of the President or his/her designee is not rendered within the time specified, the grievant may then appeal the grievance to the Chancellor but, if he/she chooses to appeal to the Chancellor, the grievance shall be filed within fourteen (14) calendar days of the receipt of the President’s or his/her designee’s answer or within fourteen (14) calendar days after the end of the time specified in Level One for said answer.

Failure to file with the Chancellor within the time specified shall be deemed to be acceptance of the decision rendered at Level One. The Chancellor or his/her designee shall meet with the grievant and shall render a written decision within twenty-one (21) calendar days of receipt of the grievance or the meeting with the grievant.

D. Extension of Time Limits.

Any of the specified time limits may be extended by mutual agreement between the grievant or his/her union representative and the President, or Chancellor, as the case may be, provided, however, that in no case shall the period of time for filing a grievance be extended more than an additional fifteen (15) calendar days except by the Chancellor or his/her designee. Any extension shall be in writing.

E. Appearances.

Whenever possible, grievance meetings shall be scheduled so as not to interfere with professional responsibilities of individuals involved. If it is necessary to meet with the employer during working hours, the grievant, one union representative who is a member of the bargaining unit, and necessary witnesses may attend without loss of time or compensation for such meetings.

F. Information.

Upon reasonable notice, the Board shall make available to the appropriate union any relevant information as provided by applicable law.

G. Remand.

In the event that new information is introduced or new arguments presented at Level Two, the matter may be remanded to Level One for further consideration.
Section 3. Mediation Panel

There shall be a bipartite mediation panel which shall consist of two members selected for the Board and two members selected for the appropriate union. The panel shall be selected from two lists established in advance by the parties. Within sixty (60) days of the signing of this Agreement and whenever necessary thereafter, representatives of the parties shall meet to designate the individuals to be placed on said lists. The parties may by mutual agreement submit a grievance which has not been resolved at Level Two to the panel which shall hear the positions of the respective parties and endeavor to effect an amicable resolution. In the event that resolution is not possible, the sole authority of the panel shall be to make a confidential report and recommendation to the Chancellor with a copy to the union. The Chancellor shall within fourteen (14) calendar days after receipt of the report of the mediation panel render his/her decision and reasons therefore to the grievant with a copy to the union.

Section 4. Arbitration

A. Notice.

If the grievance is not resolved satisfactorily to the grievant at Level Two of the grievance procedure set forth in Section 2 of this Article, the union may proceed to arbitration by filing a written notice by certified mail with the Chancellor. Such notice must be postmarked within thirty (30) calendar days after receipt by the grievant of the Level Two or mediation decision or within thirty (30) calendar days of the expiration of the time for said answer, whichever is later.

B. Selection.

The parties shall attempt to select an arbitrator by mutual agreement. In the event that the parties do not agree upon an arbitrator within thirty (30) days of the notice provided for in paragraph A above, the grievance may be submitted to the American Arbitration Association, and the arbitrator shall be selected from a panel provided by the AAA pursuant to their rules and procedures. The arbitration shall be conducted under said rules and procedures. The foregoing shall not prevent the parties from otherwise agreeing to submit a matter to an arbitrator or arbitration panel other than pursuant to the AAA’s rules and procedures.

C. Arbitrator’s Authority.

(1) The arbitrator shall not have any power, right or authority to add to, subtract from, modify, change, or alter any of the terms or provisions or the express intent of this Agreement.

(2) The arbitrator shall be without power, right or authority to make a decision in the following areas beyond a determination as to whether the provisions set forth in this Agreement as to these areas were violated. Beyond making such a determination, the arbitrator shall not substitute his/her judgment for that of the Board or its representatives:
(a) any incident which occurred or failed to occur prior to the effective date of this Agreement, provided that grievances filed which antedate this Agreement shall not be deemed to be waived by reason of the execution of this Agreement;

(b) the failure or refusal by the Board to renew the contract of or reappoint a member of the bargaining unit on a standard appointment;

(c) disputes over alleged unlawful discrimination as set forth in Section 2 of Article II of this Agreement, except as provided in Section 4 of that Article;

(d) changes in job descriptions or assigned duties or classifications and pay grades for newly created positions;

(e) the granting of a promotion;

(f) the granting of a tenure appointment;

(g) the granting of sabbatical leave;

(h) the granting of leaves for professional development;

(i) the substance of an evaluation;

(j) termination or reassignment for special reasons in accordance with Article XIII.

In the event that the arbitrator determines that the contractual provisions in these areas have been violated as alleged, his/her award shall direct that appropriate action be taken, which may include a reassessment of the original decision, but in no event shall such award have the result or effect of granting a promotion, tenure appointment, sabbatical leave, or leave for professional development.

(3) If notice that further employment will not be offered is inadequate solely upon the basis that it was not given on time as provided in this Agreement, the arbitrator may direct the Board to renew the appointment only upon a finding that no other remedy is adequate or that notice was given so late that the professional staff member was deprived of a reasonable opportunity to seek other employment, provided that such award or reappointment shall be for no more than one (1) appointment period and without right to further employment.

(4) An arbitrator’s decision that may award employment that extends beyond the sixth year of employment shall not entitle the professional staff member to a tenure appointment. In such cases, the professional staff member shall serve during the seventh year as if such service had been performed during the sixth year of employment.

(5) Those inherent management rights not restricted by a specific provision of this Agreement are not directly or indirectly subject to the grievance and arbitration procedure.
D. **Hearing.**

The arbitration hearing shall be held in the System Office of the Board or the offices of the appropriate union, unless otherwise agreed to by the parties. The arbitrator’s decision shall issue within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

E. **Arbitrability.**

(1) In the event that the Board challenges the substantive arbitrability of a grievance in a proceeding prior to arbitration, the guidelines articulated in the Steelworkers Trilogy shall be applied.

(2) The submission of questions of substantive arbitrability to the arbitrator in the first instance shall not constitute a waiver of the right to a fresh review without being bound by the arbitrator’s decision over such questions, provided that this shall neither enlarge nor diminish the standard for review of questions of substantive arbitrability. The parties have not agreed as to whether the Trilogy is dispositive of post-arbitration decisions reviewing questions of substantive arbitrability.

F. **Decision and Review.**

The decision of the arbitrator shall be final and binding upon the Board, the Union, and the grievant in accordance with the Connecticut General Statutes. The parties intend that arbitral decisions (other than questions of substantive arbitrability addressed in the foregoing paragraph) shall be reviewable in accordance with the standards established in *Enterprise Wheel*.

G. **Costs.**

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Any party desiring a transcript of the proceedings shall bear the cost.

H. **Individual Rights.**

It is understood that the procedure provided by this Article is not intended to address claims not within the scope of this procedure.
ARTICLE VIII
MAINTENANCE OF RECORDS

Section 1. College Files

Each college in the Connecticut Community College System shall maintain three official files for each member of its professional staff: (1) a personnel file, (2) a professional file, and (3) an application file.

A. Personnel File.

The personnel file shall include the following: (1) record of salary, increments, and change of status; (2) record of leaves of absence, vacations, and personal leave days; (3) sickness reports; (4) records of payments for insurance, retirement benefits, etc.; (5) record of accrued longevity; and (6) general fiscal data. These records shall be accessible on a reasonable basis to the professional staff member concerned.

B. Professional File.

Subject to the provisions specified hereinafter, the President of the college shall be responsible for the confidentiality, control, and content of the professional file. The foregoing shall not be interpreted to override applicable law with regard to disclosure. The file may include only the following: (1) information relating to the professional staff member’s academic and professional accomplishments; (2) records generated by the college; (3) reports of the evaluation of the professional staff member’s performance; (4) memoranda of discussions between the professional staff member and supervisory and managerial personnel, including but not limited to department chairpersons, division heads, deans, or Presidents, relating to the professional staff member’s employment relationship to the Board; and (5) signed, written statements relating to the quality of service of the professional staff member.

Where no released time is provided, a bargaining unit member may include in the professional file a statement of the extent of activities as campus grievance representative or as a participant in joint activities of the Board of Trustees and the Union.

The professional staff member may attach written comments. To this end, professional staff members are encouraged to review their files on a regular basis with the right to have any and all documents reproduced at cost to the professional staff member. Such files shall be placed in a location other than the private office of the President. No item shall be included unless a copy has been provided to the professional staff member together with a notice that copy will go into the file. Each document placed in the file shall be numbered seriatim in chronological order.

The appropriate union may have access to a unit member’s professional file upon written authorization of the unit member. Any such authorization shall not be valid for a period in excess of twenty (20) working days.
C. **Application File.**

The application file, which shall be in the control of the President, shall contain all materials requested by the college or supplied by the professional staff member in connection with original employment; including confidential material solicited in regard to the employment application. Such confidential material shall be accessible to the individual professional staff member unless such professional staff member agreed to its confidentiality as to himself prior to its solicitation. The material may be made available to the Board of Trustees and appropriate System Office and college personnel and committees for the purpose of initial selection. Confidential material may not be utilized in any subsequent decision affecting the individual’s employment, except as the initial appointment may come into question.

**Section 2. System Office Files**

A. **General File.**

Files for all professional staff are maintained in the System Office. These files may contain materials submitted to the Board in support of appointment recommendations by the Presidents. The files may also contain duplicates of all materials submitted in conjunction with Board actions, such as promotions, and duplicates of all appointment and reappointment notices. In addition, all correspondence between the System Office and the individuals may be part of these files. The file shall be accessible on a reasonable basis to the professional staff member concerned, who may attach written comments.

B. **Grievance File.**

In any action taken or recommended by a President in which an appeal is made by a professional staff member to the Board, a separate file relative thereto may be maintained. This file shall be accessible on a reasonable basis to the professional staff member concerned.

**Section 3. Limitations**

A. No material from any source other than the files referred to in Section 1 above shall be used as the basis for any disciplinary action. Written notes or records regarding matters which are to be used as a basis for discipline shall be merged into the professional file by incorporation into an evaluation or by written communication to the professional staff member concerning the problem, provided that prior to discipline any such evaluation or communication shall be provided to the professional staff member for a period of time sufficient to provide reasonable notice of the proscribed conduct. Nothing herein shall prevent the employer from deviating from this provision when the nature of the offense requires or when the professional staff member could reasonably be expected to know of the inappropriate nature of the conduct. Materials withdrawn by agreement from an individual’s professional file may not be asserted as the basis for any disciplinary action, but may be considered with regard to the extent of disciplinary action and relevance, if any, to defenses to disciplinary action.
B. An employee may contest the accuracy, completeness, or relevancy of any facts stated in said documents within thirty (30) calendar days after the date on which notice of inclusion was transmitted to the professional staff member. The employee may file a grievance within thirty (30) calendar days after the date on which notice of inclusion was transmitted to the professional staff member. No grievance may be filed which directly or indirectly contests a judgment stated or reflected in such documents. Grievances arising hereunder may only contest the accuracy, completeness, or relevancy of facts contained in the documents. Only questions of accuracy or relevancy may be brought to arbitration under Article VII. In any such arbitration, the burden shall be on the employee to establish that the matter complained of constitutes a fact and that said matter, once established to be a fact, is inaccurate. In lieu of or in addition to filing a grievance hereunder, an employee may attach to any such document a statement indicating the employee’s belief that facts stated in said documents are inaccurate, incomplete, or irrelevant and/or setting forth the facts as understood by the employee.

C. A written reprimand or warning shall carry the date, if any, of planned removal from the professional file. Evaluations and signed statements of an evaluative nature shall not be construed as written reprimands or warnings. It shall be the employee’s obligation to request such removal after the reprimand’s expiration date, if any, has passed.

D. An employee may request destruction of any document in his/her professional file which is more than seven (7) years old except for documents which comprise part of the evaluation process set forth in Article XI, hereof, or any documents reflective of a pattern of employee conduct which continued into the seven (7) year period and which was subsequently addressed, in writing by another document contained in the professional file. Pursuant to such a request, the employer will make a good faith request of the Public Records Administrator for such destruction.

The parties recognize that this provision does not negate the employer’s existing right to remove and destroy documents in accordance with applicable law.

E. The provisions of this Section shall not affect the employer’s burden under Article XVI.

ARTICLE IX
APPOINTMENT AND REAPPOINTMENT

Section 1. Types of Appointments

All members of the bargaining unit hold one of the types of appointments described in this Section. No appointment shall be made or modified except in accordance with the Agreement.

A standard appointment is an appointment which creates an interest in employment at a college for a specified term of one (1) year or less.
A tenured appointment, which also may be called continuing appointment, is an appointment which creates an interest in employment at a college without limit of time, subject to retirement, dismissal, and termination for special reasons and subject to evaluation for consideration for continuation in accordance with Article XI, provided that a dismissal based on said evaluation shall be subject to Article XVI. A tenured appointment normally will not be offered to a member of the bargaining unit until he/she will have, by September 1 of the year such appointment is to be effective, completed six (6) years of full-time employment by the Board at the same college, at least three (3) years of which must be in the current job function. Service as an educational assistant shall not count toward the six-year requirement, unless the Chancellor determines that all or a portion of such service should count.

A special appointment is an appointment to the position of educational assistant which creates an interest in employment for a specified term of one (1) year or less at a college. Such an appointment does not require notice of nonreappointment and is not subject to Section 3 herein below. An individual in the bargaining unit shall not be employed on a special appointment for more than two (2) years, provided that this limitation shall not apply to positions funded by external funds such as government or private grant or contract, except that the nonreappointment of said individual for reasons other than the loss or reduction of said funding shall be governed by the appropriate provisions of this Article. (See side letter Re: Grants and Contracts.) Nonreappointment for reasons other than special reasons of a full-time employee on special appointment who was hired prior to January 1, 1975 shall be subject to provisions of Section 3 of this Article as if such individual had been on a standard appointment; this provision shall not constitute a precedent for individuals hired on special appointments after January 1, 1975.

Section 2. Authority to Appoint and Reappoint

Except as expressly provided for by Board policy, the authority to offer appointments and reappointments rests with the Board of Trustees and no agent of the Board may expressly or by implication offer appointment or reappointment.

Section 3. Nonreappointment of Standard Appointments

Notice of intent not to renew a standard appointment shall be afforded by the employer, in writing, three (3) months prior to the termination of the appointment for the second standard appointment, and, in the case of each subsequent standard appointment, the effective date of termination shall be at least twelve (12) months from the date of notification. Any extension of appointment to meet the notice requirements of this section shall not constitute a new appointment and the termination of the extension shall not be otherwise reviewable. In the case of the nonreappointment of the third or subsequent standard appointment, the bargaining unit member shall be notified in writing of his/her right to union representation.

For each of the first three standard appointments, the decision of the employer not to renew an appointment shall be final. An initial standard appointment made on or before
December 1 of any appointment period shall constitute the first standard appointment. This provision shall not be deemed to affect appointments made prior to the effective date of this Agreement.

In the case of nonreappointment of the third or subsequent standard appointment, the employee may request a written statement of the factors considered. The decision of the employer not to renew the third or subsequent standard appointment shall not be arbitrary, capricious, or unreasonable, provided, however, that the decision of the employer not to renew the third standard appointment shall not be subject to the arbitration procedure of this Agreement.

Section 4. Tenure

A. Purpose.
Tenure is a means for providing job security consistent with the mission of the Community Colleges and of assuring a high level of service to the college by those holding such tenure. The employer agrees that the appointment of a member of the bargaining unit who has been granted tenure pursuant to the terms of this Agreement or who had acquired tenure under the Board’s personnel policies may be terminated only in accordance with the procedures set forth in this Agreement. The professional staff member has a correlative responsibility to the employer to maintain an acceptable level of proficiency in service to the college.

Tenure is granted by the President and relates only to the college and not the System. Tenure recognizes professional growth and improvement in service to the college, the usefulness of the individual’s services to the college, affirmative evidence of an acceptable level of proficiency of service, and the potential for service and professional growth. The decision of the President with respect to tenure shall be final.

B. Procedure.
The following procedures shall govern the consideration of bargaining unit members for tenured appointments. The President or his/her designee is responsible for insuring that the procedures are followed.

(1) The President shall annually, by October 1, publish a list of those eligible for consideration for tenure as provided in Section 1 of this Article.

(2) By November 1, the professional staff member shall submit a request for consideration for tenure, utilizing a form to be established by the Board after consultation with the union. By December 15, the supervisor shall consider each member of the bargaining unit who is eligible for tenured appointment and who has submitted a request pursuant to this paragraph and shall:
(a) Recommend that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued;

(b) Inform each candidate for tenure, in writing, of the recommendation made;

(c) Inform each individual for whom a standard appointment is recommended, in writing, of areas needing improvement, where appropriate;

(d) Forward her/his recommendations to the President.

In making a recommendation, the supervisor shall be guided only by the best interests of the college and the individual’s quality of performance of professional responsibilities as provided in Article X of this Agreement and shall give consideration to all evaluative material in the individual’s file generated since his/her original appointment to the college.

(3) At each college there shall be a Tenure Committee elected by the members of the bargaining unit. The size and composition of the committee shall be determined by the President and shall reflect, whenever possible, the ratio of teaching faculty, nonteaching faculty, and administrators in the bargaining unit at the college, except that, whenever possible, individuals not holding tenured appointments shall not be eligible for Tenure Committee memberships. The Tenure Committee shall review all evaluative material in the candidate’s file generated since his/her original appointment to the college, and the recommendations of the supervisor. For purposes of this paragraph, the term bargaining unit shall also include members of the Congress faculty unit at the college. This provision does not apply to members of the AFSCME bargaining unit.

The Tenure Committee shall keep a written record of the dates of all meetings, attendance at meetings, and materials considered. All records and materials shall remain in the custody of the President or her/his designee. The committee shall not disclose its records or recommendations except as provided herein.

In making its recommendations, the Tenure Committee shall be guided only by the best interests of the college and the individual’s quality of performance of professional responsibilities as provided in Article X of this Agreement as indicated by material in the individual’s file generated since her/his original appointment to the college.

All materials pursuant to (2) above, including the supervisor’s recommendations, shall be forwarded to the Tenure Committee by the President or his/her designee. The committee shall, by March 1, consider each member of the bargaining unit who is eligible for a tenured appointment and shall:
(a) Recommend that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued;

(b) Forward its recommendations to the President;

(c) Inform each candidate for tenure, in writing, of the recommendation made;

(4) In making a decision, the President shall be guided only by the best interests of the college and the Community College System and the quality of the individual’s performance of professional responsibilities as provided in Article X of this Agreement and shall give consideration to all evaluative material in the individual’s file generated since her/his original appointment to the college.

In determining whether to grant tenure, the President shall review the recommendations of the supervisor and the Tenure Committee. In addition, the President may consult with and/or seek the recommendations of other representatives of the employer, provided, however, that the President shall inform persons under consideration for tenure of any formal recommendation process and any such recommendations shall be guided only by the criteria contained in this Article. Formal tenure recommendations made to the President by management officials shall be consistent with the following:

(a) recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility;

(b) such management recommendations shall be guided only by the criteria contained in this Article, and management personnel shall give consideration to all materials specified above and the recommendations of the supervisor and the committee;

(c) in the event that a bargaining unit member is not recommended for tenure, the management person shall inform the bargaining unit member, in writing, of areas needing improvement, where appropriate.

The foregoing shall not be deemed to limit the right of the President to consult other management representatives as provided in this paragraph.

Prior to making his/her decision respecting tenure, the President shall meet and discuss her/his intended recommendations with the Tenure Committee. Where there are differences between the President and the committee, the committee may forward a statement of the reasons for its position to the Chancellor.

The President may decide that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued. If a standard appointment is granted, the President shall specify areas of improvement, in writing, to the candidate and the tenured appointment
review process shall be repeated the following year. The decision to grant a final appointment shall be subject to the provisions of Section 3 of this Article.

The President shall communicate her/his tenure decisions to the Board by April 1 and shall inform the person concerned, in writing, of his/her decision.

ARTICLE X
WORKING CONDITIONS AND WORK LOAD

Section 1. Duties of Nonteaching Professional Staff

All Nonteaching Professional Staff shall:

(a) within the work load limitations of Section 2 of this Article, perform such other duties as the President may assign, provided that such duties shall be consistent with the mission of the college;

(b) serve on college and division/department committees, if chosen;

(c) respond to and work with multiple constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);

(d) possess strong information literacy skills, including the ability to word process and to use spreadsheets, presentation ware, e-mail, CD-ROM, compressed video, the Internet, the World Wide Web, and other distance communication modalities; demonstrate the ability to evaluate, synthesize, and make decisions from data (see side letter re: Computer Literacy);

(e) attend and participate in commencement ceremonies, unless excused by the President, wearing academic garb when required (see side letter re: Commencement);

(f) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings during the work year;

(g) maintain contact with one’s academic discipline(s) or areas of assigned responsibility, the development of knowledge in one’s field of specialization, and the teaching/learning process;

(h) serve on systemwide committees.

The responsibilities of non-teaching professional staff shall be assigned in accordance with the systemwide job description approved by the Chancellor or developed by the President to meet the needs of the local campus subject to the approval of the Chancellor.
A bargaining unit member may request a copy of his/her job description and the employer will provide a copy.

The Board may consult appropriate professional groups with regard to any contemplated change in a systemwide job description. When such a change is under consideration, the Board shall notify and consult the Union and provide sixty (60) days within which the union may respond.

Section 2. Work Load, Hours of Work, and Work Year of Nonteaching Professional Staff

A. Work Load.

The required work week is 35 hours of assigned responsibilities which may include evening or weekend work. Unless otherwise agreed to by the individual concerned, all members of the non-teaching professional staff must have two consecutive days off each week including either Saturday or Sunday. The 35 hours shall be scheduled over a five-day work week, provided that the individual and the President or his designee may, by mutual agreement, schedule a four-day work week and provided that a sixth day may be required in exceptional circumstances or by agreement with the employee. There shall be no obligation for mutual agreement if a four-day schedule is changed by the employer. The parties recognize that fulfillment of professional responsibilities may necessitate service to the college in excess of 35 hours per week. The President or his designee shall consult with professional staff members prior to the establishment of work schedules. When possible, and consistent with the interests of the college, a professional staff member may be granted scheduling privileges as to days and hours, including a nonstandard schedule, by the President. Such arrangements may occur only with the written approval of the President whose decision shall be final.

Professional staff members who are granted scheduling privileges to attend, during their regularly scheduled hours, a credit or non-credit course for retraining or to enhance knowledge or skills related to their responsibilities will either be scheduled for make-up hours or otherwise fulfill their professional responsibilities in a manner approved by the President or his/her designee whose decision shall be final.

B. Work Year.

The work year for twelve-month nonteaching professional staff shall normally begin on July 1 and conclude the following June 30.

The work year for ten-month professional staff shall begin on or after a date established by the employer. Ten-month staff then serve for a continuous period of ten months, unless the parties mutually agree otherwise, or, specifically, not less than 217 days.

This provision shall not prevent the employer from making appointments of shorter duration.
C. Informal Work Schedule Adjustments/Compensatory Time

In those cases in which a professional staff member, in significant measure, works repeatedly more than 35 but less than 40 hours per week, informal work schedule adjustments will be accommodated. When work is performed in excess of 40 hours per week, compensatory time will be provided on a one-for-one basis in accordance with the following procedure:

1. Compensatory time can be accrued only with the prior approval of the employer, except when emergencies or unanticipated conditions make it impractical to obtain such prior approval.

2. There shall be a record of accrued compensatory time as it is approved and used. Such record of accumulated compensatory time shall be available to the employee and the union.

3. Compensatory time shall be used within the calendar year earned or within three months of being earned, whichever comes later, at times mutually agreeable to the employee and supervisor. When using compensatory time, employees are expected to take into account the interests of the college and to accommodate to the scheduling requests of supervisors. In the event that time off is not allowed, the employee may request that compensatory time be taken at a later date. Such requests shall not be unreasonably denied. Compensatory time not used pursuant to this provision shall be lost, except as provided in paragraph 4.

4. The parties recognize that there may be special circumstances in which their agreements with respect to informal work schedule adjustments and use of compensatory time cannot be implemented because of the nature of the work or staffing. In those circumstances, employees will accrue compensatory time on a seven-for-ten basis for all time worked between 35 and 40 hours per week and on a one-for-one basis for hours after 40 per week up to a total of 70 hours. In any pay period, after an employee in such circumstances accrues 70 hours of compensatory time, the employee will be paid at a straight time rate for those additional hours which would have otherwise been added to the compensatory time total. Situations to be covered by this provision will be identified by mutual agreement of the parties. This method of computing for compensatory time will be used only for purposes of this paragraph and will have no application to any other provision of this agreement.

5. Upon terminating employment, an employee will be paid for accrued but unused compensatory time up to a total of 70 hours pursuant to the following limitations. Nothing in this provision modifies or supersedes the requirement that employees use compensatory time as set forth in paragraph 3 above. In the event that an employee ends employment without giving at least two weeks notice, the employee shall not be paid for any unused compensatory time. In the event that the employee provides at least two weeks notice, the employer may pay out the unused compensatory time by relieving the employee of the obligation to work through the notice period.
Section 3. General Provisions

A. Outside Employment.

Full-time employment by the Board shall be considered the basic employment of each professional staff member. Outside employment is work for which compensation is received and which is not within the normal duties and responsibilities assigned to a professional staff member as an employee of the Board. A professional staff member engaged in outside employment shall notify the President of the college of this activity in a general statement indicating the extent of such employment.

Outside employment shall be limited so as not to impair the performance of the professional staff member’s professional responsibilities. Outside employment which requires the member’s absence on a school day during that member’s normally scheduled working hours when he should be available for professional responsibilities as provided in this Agreement is presumed to interfere with the performance of the duties and responsibilities of that member. Outside, including consulting or other self-employment, may not be asserted as a basis for academic or professional scheduling privileges.

B. Indemnity for Liability.

The protection of bargaining unit members from liability afforded by the Connecticut General Statutes shall be continued. In deciding whether to provide counsel to an employee, the question of whether such employee was acting within the scope of his/her employment shall be sympathetically considered consistent with the purpose of the indemnification statutes.

C. Additional Employment.

The Board may authorize additional payment for services performed by full-time professional staff members provided that the nature and scope of such services, particularly with regard to instructional services, lie outside the regular duties of the professional staff member and are so certified by the President of the college, and that they constitute no more than the estimated equivalent of teaching an additional class or one-fifth of a total load. Any such additional teaching assignment shall be compensated at the negotiated part-time lecturer rate(s).

D. Professional Day.

There shall be a professional day each year, scheduled on a Saturday between March 15 and April 15, for the purpose of discussing matters of educational concern to the Community College System, its staff, and students. The organization of the professional day shall be the responsibility of a Professional Day Committee of six members, of whom three shall be named by the Union and three by the Board. The Union and the Board shall each contribute $500 for the expenses of the professional day, unspent monies to be refunded to each on an equal basis.
E. Audio-Visual Instruction Materials and Copyrights.

There shall be a Study Committee on Audio-Visual Instructional Materials and Copyrights composed of eight members, four to be appointed by the Board and four by the Union. This committee shall make recommendations regarding disposition and future use of material developed by a professional staff member while in the employ of the Board, royalties, residual fees, assignment of copyrights, and related matters. When and if the committee reaches agreement on a policy with regard to this subject, such shall become an official part of this Agreement after ratification by the Board and the Union.

F. Summer Session Assignments.

Priority for consideration for summer-session assignments for additional pay will be given to full-time ten-month professional staff members within each college for employment in their primary areas of competence up to a maximum of 80% of the anticipated course offerings. Each college shall establish a system of rotation for allocating available opportunities. The offer of employment is made only by written contract executed by the President. In selecting professional staff members for the summer session, the President may consider but is not limited to consideration of the requirements of the assignment and any special skills or experience of potential assignees. Nothing herein shall preclude the President from offering summer school employment to nonbargaining unit members.

Summer session pay shall be according to the schedule for part-time lecturers, except that up to two courses per session, but no more than four per college per summer, may be taught at a lower rate by mutual agreement between the employee and the college.

G. Class Cancellation.

When classes have been cancelled and a hazardous driving condition exists, non-essential staff is not expected to report for work while such conditions continue, provided that accrued time is used, the hours are made up or professional responsibilities are fulfilled in a manner approved by the President or his designee. In these situations, it is understood that essential personnel may be required to report to work as scheduled. The decision of the President or designee hereunder shall be final.

In the determination of essential personnel, the President or designee will give consideration to the coverage of basic services, and to accommodation of special problems of specific members of the unit, given the staffing pattern of the campus.

It is understood that the late arrival (up to 2 ½ hours) of essential personnel, due to the severity of the conditions, will not be charged to the unit member’s leave balances.

The parties recognize the desirability of providing timely notice of class cancellation due to inclement weather to clinical nursing instructors. Accordingly, every effort will be made to inform the Directors of Nursing of cancellation by 6:00 a.m. or as soon thereafter as reasonably possible.
H. Changes in Assignment of Professional Staff.

The terms of an appointment of a member of the professional staff assigned to a different Board classification (excluding promotion) or the reclassification of the member of the staff from a 10- to an 11- or 12- month appointment or from a 12- to an 11- or 10- month appointment shall be negotiated for a period not to exceed 30 days with the individual concerned, who may be represented by the Union. A change from a 12- to an 11- or 10-month appointment shall result in a 1/12 reduction of the original base salary for the first appointment year following said change and for 10-month appointments an additional 1/12 reduction of original base salary for the second appointment year. The terms of appointment shall be in writing. The decision to reclassify shall not be subject to arbitration except on the basis that the decision was arbitrary and capricious.

I. Notice of Retirement or Resignation.

It is recognized by the parties that a professional staff member should give notice of retirement or resignation in advance whenever possible in order to allow for the normal recruitment and hiring process, preferably not less than 90 days.

J. Part-time Employment at Another Community College.

Whenever a full-time member of the professional staff is employed to teach part-time at any Community College in the System, the rate of compensation for said teaching shall be calculated upon the basis of the total number of courses previously taught by that individual in any and all colleges in the Community College System.

K. Health and Safety.

The employer shall maintain safe and healthy working conditions in accordance with applicable law. Unit members shall not be required to work under unsafe conditions, provided that such conditions have been brought to the attention of the President of the college or his/her designee, in writing, by the unit member and the college has failed to exercise reasonable efforts to redress the complaint; however, a unit member must follow the rule, work now, grieve later, unless there is imminent danger to the employee’s physical well being.

In any grievance regarding this Section, the award of an arbitrator in matters relating to physical facilities, staffing and the hiring of additional staff shall be advisory only and not binding on the Board. This limitation shall not prevent the Board of Trustees from seeking legislative funding pursuant to the advisory opinion.

The Board shall comply with the provisions of the Connecticut Occupational Safety and Health Act. Such compliance shall not be subject to arbitration.
ARTICLE XI
EVALUATION

Section 1.  Criterion

The criterion for the evaluation of professional staff members shall be the quality of the performance of professional responsibilities as provided in Article X of this Agreement.

Section 2.  Periodic Evaluation

There shall be periodic evaluation by the employer of all members of the bargaining unit as follows:

(1) in each of their first two appointment periods;
(2) once in every two years thereafter for those on standard appointments;
(3) once in every three years thereafter for those holding tenured appointments.

The list of professional staff members to be evaluated in accordance with this schedule in an academic year shall be published at each college by October 1.

This provision notwithstanding, the Board or its representative may initiate more frequent evaluation as appropriate.

Section 3.  Optional Peer Evaluation

A professional staff member may request a peer evaluation, provided however, that the request must be made prior to the occurrence of any other scheduled evaluation. Selection of the peer shall be by mutual agreement between the President or his/her designee and the person to be evaluated.

The peer evaluation shall be forwarded to the next management level by the evaluator independently of the evaluation pursuant to Section 2 above.

Section 4.  Staff Improvement

Management or a professional staff member may, at any time, arrange for an evaluation by a mutually acceptable peer(s) or by other mutually acceptable method of systematic rating for the sole purpose of self-improvement. Such evaluation shall have no other standing and the report shall not be placed in any official personnel record of the professional staff member.
Section 5. Opportunity to Discuss Evaluation

In the case of every evaluation of a professional staff member, there shall be provided the opportunity to meet and discuss the evaluation with the evaluator, prior to its submission elsewhere.

Section 6. Evaluation Forms

There shall be standard evaluation forms.

ARTICLE XII
PROMOTION

Section 1. Definition

Promotion recognizes quality of performance by means of an increase in compensation, as provided herein. Within the current delegation of authority, all promotion-eligible candidates shall be promoted if the President determines that they meet the standards for promotion in this Agreement.

Section 2. Standards for Promotion

The standard for promotion shall be the individual’s quality of performance of professional responsibilities as provided in Article X, Section 1 of this Agreement and the individual’s job description. Consideration shall be given to all evaluative material in the applicant’s file generated since the applicant’s previous promotion or original appointment to the college, whichever is more recent. The major areas of emphasis shall be growth and demonstrated competence in performance of professional responsibilities.

Section 3. Eligibility

Administrators, Counselors, and Librarians who have served, as of the date of publication of the eligibility list, at least three (3) years in their present rank or classification at their college and who have not been promoted during that three-year period are eligible for consideration for promotion.

Half-year service shall be rounded up to a full year. For ACL’s, “half-year” is service beginning after October 1st but before the first day of the Spring semester. Increases that result from rounding up the half-year shall be effective with the last full pay period of January. Prior service on full-time special appointments, which the employer determines are similar, shall be credited.
The Board may waive the time-in-rank classification requirement in the case of unit members who have rendered exceptional service which merits recognition. Fulfillment of the minimal formal requirements for promotion to a higher rank or classification creates no right to promotion, which remains within the discretion of the President.

Section 4.  Salary

Upon promotion, a unit member’s annual salary shall be increased by one step, but not beyond the top step, in addition to any negotiated general wage increase and increment for the academic year in which the promotion becomes effective.

Section 5.  Procedures for Promotion

The following procedures shall govern consideration for promotion at the college level. The President or his/her designee is responsible for insuring that the procedures are followed.

(1) The President shall annually, by October 1, publish a list of those persons within the college who are eligible for promotion consideration as provided in Section 2 of this Article.

(2) Candidates for promotion must, by January 5, submit an application for promotion to the President on a form prescribed by the employer.

(3) At each college there shall be one Promotion Committee. At the merged campuses, that committee shall be made up of three sub-committees, one consisting of Congress bargaining unit members, one consisting of Federation bargaining unit members and a third consisting of one AFSCME bargaining unit member. These committees shall be chosen in accordance with each union’s current contract language, except that the AFSCME bargaining unit shall elect one member for each merged campus. Each sub-committee shall make its recommendations independently with respect to members of its bargaining unit. AFSCME members shall maintain their current practice unless they choose to opt into the committee process.

For the Congress bargaining unit, committee members shall be elected by the members of the bargaining unit consisting of tenured members of the bargaining unit, if possible, or if not possible, bargaining unit members who have completed at least three years of service. Members of the committee shall serve two-year terms. The size and composition of the committee shall be determined by the President and shall reflect, whenever possible the ratio of teaching faculty, librarians, counselors, and administrators in the bargaining unit at the college, except that individuals whose special appointment excludes them from consideration for promotion through the provisions of this Article shall not be eligible for Promotion Committee

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1 The Federation of Technical College Teachers, AFT, Local 1942, AFL-CIO has a separate collective bargaining agreement with the Board.
membership and provided that, wherever possible, there shall be at least one librarian, one counselor, and one administrator on the committee.

The Board shall consult with the Unions with respect to the written instructions which it gives to promotion committees. (See side letter re: Consultation.) The Promotion Committee shall keep a written record of the dates of all meetings, attendance at meetings, and materials considered and shall review the Board guidelines for their work. These records and materials shall be in the custody of the President or his designee. The committee shall not disclose its records or recommendations except as provided herein.

The promotion application and all evaluative material in the applicant’s file generated since her/his previous promotion or original appointment to the college, whichever is more recent, shall be forwarded to the Promotion Committee by the President. In making its recommendation, the Promotion Committee shall be guided by the individual’s quality of performance of professional responsibilities as provided in Article X of this Agreement and give consideration to the material in the individual’s file generated since her/his previous promotion or original appointment to the college, whichever is more recent, and shall consider the best interest of the college and seek to establish an overall institutional perspective with respect to its recommendations.

The Committee shall, by March 1, consider each applicant for promotion and shall:

(a) Make a recommendation for or against promotion (the committee shall not rank candidates);

(b) Inform each applicant, in writing, of the recommendation made;

(c) Produce a written recommendation with supporting rationale for each person recommended for promotion in a format to be chosen by the committee. These written recommendations shall be forwarded to the President. Comments contained therein shall not be used in any grievance procedure.

(4) The individual shall have the right to appeal an alleged violation of the foregoing procedural requirements by the Promotion Committee to the President provided that she/he does so in writing within ten (10) calendar days of the date of recommendation of the Promotion Committee. The President or his/her designee shall investigate any such allegation and the President shall, if he/she finds a procedural violation prejudicial to the individual, take remedial action or give weight to the violation in making his/her decision. This provision shall be the exclusive remedy for an alleged violation of the contractual procedures by the Promotion Committee and any such allegation shall not be subject to Article VII unless the President has failed to take remedial action or give weight to the violation.

(5) In making his/her decision, the President shall be guided only by the criteria contained in this Article and shall give consideration to all evaluative material in the individual’s file generated since her/his previous promotion or original appointment to the
college, whichever is more recent. In determining whom to promote, the President shall review the recommendations of the Promotion Committee. In addition, the President may consult with and/or seek the recommendations of other representatives of the employer, provided, however, that the President shall inform persons under consideration for promotion of any formal recommendation process and any such recommendation shall be guided only by the criteria contained in this Article. Formal promotion recommendations made to the President by management officials shall be consistent with the following:

(a) Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility;

(b) Management recommendations shall be guided only by the criteria contained in this Article, and management personnel shall give consideration to all materials in the file and to the recommendation of the Promotion Committee;

(c) The individual shall have the right to appeal an alleged violation of the procedural requirements in (a) and (b) above to the President provided that he/she does so in writing within ten (10) calendar days of the date of recommendation. The President or his/her designee shall investigate any such allegation and the President shall, if he/she finds a procedural violation prejudicial to the individual, take remedial action or give weight to the violation in making his/her decision. This provision shall be the exclusive remedy for an alleged violation of these contractual procedures and any such allegation shall not be subject to Article VII unless the President has failed to take remedial action or give weight to the violation;

(d) In the event that a unit member is not recommended for promotion, the management person shall inform the unit member, in writing, of the areas needing improvement.

The foregoing shall not be deemed to limit the right of the President to consult other management representatives as provided in this paragraph (5). Prior to making her/his decision, the President shall meet and discuss her/his intended decision with the Promotion Committee. Where there are differences between the President and the committee, the committee may forward a statement of the reasons for its position to the Chancellor, with a copy to the President.

The President shall forward her/his decisions respecting promotions and a copy of the recommendations of the Promotion Committee to the Board by April 15 or as soon thereafter as the appeals process has been completed, but no later than May 15. The President shall inform the person concerned, in writing, of her/his decision. When the President determines that a candidate has failed to meet the standards for promotion, she/he will provide specific written suggestions for areas of improvement.
Section 6. Funding

It is anticipated that the cost of promotions shall be paid out of funds provided for such purpose in the collective bargaining agreement. Should such funds prove insufficient, the parties shall bargain over the appropriate response; however, such bargaining shall not result in additional costs to the collective bargaining agreement. The promotion process shall continue unaffected; however, no promotion shall be made until the funding issue is resolved.

Section 7. Merit Recognition

Nothing in this Article shall prevent the Board from providing merit recognition to unit members in the form of lump sum payments. (See side letter Re: Merit Pay)

ARTICLE XIII
TERMINATION OR REASSIGNMENT FOR SPECIAL REASONS

Section 1. Definitions

A. Termination of employment or reassignment to a lower-paid position for special reasons is a decision by the employer to terminate or reassign a member of the bargaining unit for economic or programmatic reasons.

B. Economic reasons related to financial exigency and shall include, but are not limited to, the reduction or termination of funds provided pursuant to a federal, State or private grant, or pursuant to the Comprehensive Employment and Training Act of 1973 or any successor, or any reduction in State appropriations or allotments. This provision shall in no way be interpreted to reduce the State’s obligation to honor the terms of this Agreement.

C. Programmatic reasons shall include, but are not limited to, reasons of declining enrollment, changes in program offerings or services, reorganization, or changes in methodology of delivery of services.

Section 2. Negotiations

In the event that the employer determines that it is necessary to terminate or reassign a bargaining unit member for economic and/or programmatic reasons, the employer shall notify and negotiate with the union as to the manner of implementation of the employer’s decision, subject to the provisions herein, including specifically Sections 3 and 4. Negotiations shall be expedited with a view toward agreement within thirty (30) days. The decisions that it is

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2 See side letter Re: Article XIII. See also Congress and AFSCME wage concessions (Appendix E).
necessary to terminate or reassign shall not be subject to the grievance and arbitration procedures of this Agreement or to any statutory impasse provision. Notice to the employee may be given simultaneously with notice to the Union. Completion of negotiations shall not be a condition precedent to implementation of the termination.

Section 3. Standard for Selection

A. In selecting individuals at a college to be terminated or reassigned for special reasons, the employer shall be guided by the needs of the college, the quality of performance of professional responsibilities as provided in Article X of this Agreement, bona fide occupational qualifications or bona fide affirmative action. In any grievance or arbitration contesting the selection of individuals to be terminated or reassigned for special reasons, if the employer can show that it exercised its judgment based on the needs of the college, the quality of performance, bona fide occupational qualifications or bona fide affirmative action, the employer shall be deemed in compliance with this Section unless the Union can show that such judgment was exercised arbitrarily or capriciously. In the event that the arbitrator determines that there has been a violation of this provision, he/she may order a back-pay remedy of not more than sixty (60) calendar days. Beyond the determination of such violation, he/she shall not substitute his/her judgment for that of the employer.

B. Notwithstanding the foregoing, the following special provisions shall apply:

(1) If a tenured employee has been identified for layoff and there is a nontenured employee working in the same or substantially comparable, but not higher-graded, position at the college, the burden shall be on the employer to demonstrate that its selection has a rational basis based on skills, performance or expertise and was not made in bad faith. Where there is reliance on tenure as the basis for retaining an employee, the decision shall not be subject to grievance or arbitration by the nontenured employee.

(2) If B (1) does not apply and, in the employer’s judgment, two or more full-time unit members at a college are relatively equal, the employer may give weight to the bargaining member’s length of service within the System. If the employer makes a selection based on seniority, said decision shall not be subject to grievance or arbitration by a less senior employee.

(3) The employer’s decision regarding the relative equality of two or more employees under B (2) above, and the comparability of positions under B (1) above shall not be subject to grievance or arbitration.

C. The employer’s decision under subsection B (1) of this Section shall be subject to expedited arbitration within three (3) weeks of the decision, except as expressly limited in subsection B(1). The arbitrator shall render his/her decision within thirty (30) days of the hearing. In the event that the arbitrator determines that there has been a violation of this provision, he/she may order a back-pay remedy of not more than sixty (60) calendar days.
D. Where a tenured employee is transferred to a lower-graded position as a result of the provisions of paragraph B (1) of this Section, that employee will retain his/her salary, unless it would exceed the maximum for the lower grade. In such case, he or she shall be placed at the maximum for the lower grade.

For a period of one (1) year following the transfer, such employee shall retain recall rights to any position of the college which is comparable to, but not higher-graded, than the employee’s original position.

Section 4. Notice

A. Notice of termination or reassignment for economic reasons shall be provided as soon as reasonably possible but at least sixty (60) days in advance of the effective date, provided, however, that less notice may be given for termination of positions funded by a federal, State, or private grant, or the Comprehensive Employment Training Act of 1973 or any successor. Notice to unit members in their fourth or subsequent standard appointment shall be given nine (9) months prior to the effective date of termination and notice to tenured members shall be given twelve (12) months prior to the effective date of termination. Any notified member of the unit for whom a retraining program has been approved by the Chancellor shall remain on the payroll for the period of said retraining, not to exceed twelve (12) months, at the funded level authorized by the Chancellor and funded pursuant to Appendix D, paragraph A(3).

B. Notice of termination or reassignment for programmatic reasons shall be given at least three (3) months prior to the effective date in the case of a first standard appointment, six (6) months prior to the effective date in the case of a second and third standard appointment, and twelve (12) months prior to the effective date in the case of the fourth or subsequent standard appointment.

C. Any extension of employment necessary to accommodate the notice herein shall not constitute a new appointment.

Section 5. Effect on Tenure

When a member of the bargaining unit who is on a tenured appointment is reassigned to another college under the provision of this Article, the individual shall retain his/her tenure. In the case of a reassignment of a non-tenured individual, the service requirement for eligibility for tenure consideration shall be no less than three (3) years.

Section 6. Placement or Recall

A. The employer shall make a reasonable effort to place an individual who is terminated for special reasons in another suitable position opening within the Community College System. This obligation shall not create a claim or right to any position opening and
shall end thirty (30) days following termination of the affected employee. The obligation of the employer shall be satisfied by compliance with the following procedure:

(1) Upon written request of the affected employee, the Board shall provide copies of all position notices for which external searches are ongoing and all position notices for external searches which commence during the obligation period specified herein. This obligation relates to bargaining unit positions for which a standard appointment is contemplated.

(2) The affected employee may apply for any position opening. The employee will be considered on the same basis as any other applicant, except that the President’s recommendation shall consider that the affected employee should be selected if the qualifications of the affected employee and top candidate(s) are relatively equal. The President shall notify the affected employee of his/her decision. Within five (5) calendar days of such notice, the affected employee may file a notice with the Chancellor by certified letter requesting review of the President’s recommendation. The decision of the Chancellor shall be final.

B. When an appointment is terminated for special reasons, the released individual’s position, and any substantially comparable, but not higher-graded, position at the college, for which the individual is qualified, shall not be filled within a period of one (1) year from the date of termination unless he/she has been offered reappointment and has declined it, or has failed to respond within thirty (30) calendar days of the offer. The obligation to offer reappointment shall be satisfied by mailing a certified letter to the individual’s last known address. The thirty-day period shall begin the date said offer is postmarked. The employer’s decisions regarding the comparability of positions shall not be subject to grievance or arbitration.

C. The employer shall maintain a list of those individuals whose full-time employment was terminated for special reasons with a copy to the union. An individual’s name shall remain on the list for a period of two years from the date of notice of termination. For that two-year period, the employer will notify the individual of full-time vacant positions for which he/she may be qualified to apply. If the individual applies for any such position, the employer shall require the college to consider the qualifications of such employee to determine whether a search is necessary. In such determination, and in any subsequent comparison of candidates, if the employer determines a search is necessary, the employer shall give due consideration to the individual’s prior service in the Community College System, provided however, that actual appointment to any such position remains within the discretion of the employer. Any decision under this paragraph shall not be subject to the grievance procedure.

D. A member who is recalled to employment to his/her position shall regain all rights and privileges he/she had at the time of the termination, including tenure, rank, and salary and shall not be considered as a new professional staff member for the purposes of fringe benefits provided under this Agreement, subject to any requirements of insurance carriers.

When an employee is recalled to a different but substantially comparable position, the provisions of the foregoing paragraph shall apply, except where the employee is recalled to a lower-graded position. In such case, the individual shall maintain his/her tenure status, but his/her salary, grade, and recall rights to a higher-graded, substantially comparable
position shall be determined in accordance with Section 3D of this Article. Substantially comparable under this paragraph shall have the same meaning as under subsection B of Section 3 of this Article.

Section 7. Statement to Employee

Termination for special reasons shall not be considered a non-renewal of a standard appointment or a dismissal for cause. Notices in writing to this effect shall be provided to each individual affected and shall include a statement that the reason for termination is not dissatisfaction with service rendered.

Section 8. Employer Decision

The decision of the employer as to the need for termination or reassignment for special reasons shall be final.

ARTICLE XIV
SEPARATION BECAUSE OF INCAPACITY

When a professional staff member has become physically or mentally incapable of or unfit for the efficient performance of duties of his/her position, the employer may separate the individual in good standing. Unless otherwise agreed, any medical determination hereunder shall be only by mutually agreed-upon medical authority.

Any such action shall be subject to the grievance and arbitration provisions of this Agreement.

Prior to or at the time of requesting a medical determination, the employer or its representative will provide the unit member with a statement of the problem and disclose to him/her any information to be considered, except as otherwise provided by law. The professional staff member shall be informed in writing of his/her right to Union representation. Either the employer or the unit member may request that the medical authority determine whether or not there might be a basis for such a medical determination.
ARTICLE XV
TRANSFER AND RESTRUCTURING

Section 1. Definition

Transfer is the appointment of a professional staff member to a Community College other than the one at which he/she is employed. Transfers may be initiated by the employer or by a professional staff member.

Section 2. Application for Transfer

In the event the transfer is initiated by the professional staff member, application for transfer shall be made directly to the President of the college to which transfer is desired. Applicants shall inform the President of the college from which transfer is desired of any such application at the time the application is made. Candidates for transfer are subject to the same selection procedures as any other applicant for an available position.

Section 3. Tenure

Loss of tenure pursuant to a transfer initiated by the employer shall be for cause as specified in Article XVI and shall be subject to the grievance and arbitration provisions of this Agreement.

Section 4. Restructuring

This Agreement is made on the basis of circumstances at the time of the Agreement. In the event of restructuring of higher education (which shall include campus closings or the mandated termination of major academic or student-service programs employing ten (10) or more members of the unit), the employer and the Union agree to negotiate to the extent required by law provided that notice of termination to the affected employee(s) in the case of termination of such programs may be given ninety (90) days following notice to the Union.

ARTICLE XVI
DISMISSAL AND DISCIPLINE

No professional staff member shall be dismissed or otherwise disciplined except for just cause and with full due process, as specified in this Agreement. Each individual for whom suspension without pay or dismissal is under consideration shall be notified of his/her right to union representation. A copy of said notice shall be provided to the appropriate union office.
Section 1. Dismissal

A. Dismissal is an action by the President which terminates the appointment of a professional staff member for cause. Dismissal for cause shall include, but not be limited to the following:

(1) incompetent or inadequate performance of responsibilities of the position or repeated neglect of these responsibilities;

(2) repeated noncompliance with reasonable regulations or reasonable directives of the Board, the President, or designated management employees;

(3) conduct which impairs the effective performance of assigned responsibilities or impairs the rights of students or of other staff members;

(4) the use of fraud, collusion, or misrepresentation of a fact material to obtaining employment with the college and/or status therein;

B. The appointment of a professional staff member may be terminated according to the following dismissal procedure:

(1) the President shall notify the professional staff member in writing that termination of his/her appointment is under consideration. Said notice will contain a statement of the reasons for the proposed termination.

(2) the professional staff member may respond in writing within twenty-one (21) calendar days of receipt of notice from the President.

(3) if, after considering the response of the professional staff member, or if the professional staff member has not responded within the twenty-one (21) day period, the employer or its representative determines to dismiss the professional staff member, the employer or its representative shall so notify the member in writing of the decision.

(4) within fourteen (14) calendar days of the notice of the President’s decision, the professional staff member may appeal such decision by filing a written grievance at Level Two of the grievance procedure set forth in Article VII of this Agreement.

Section 2. Discipline

A. Nothing within this Article shall preclude the employer or its representatives from disciplining members of the professional staff by means less than discharge, provided that such discipline shall be for just cause as specified in Section 1A above for dismissals.
B. In case of employee misconduct for which suspension without pay is under consideration, the employee shall be afforded written notice of the charge(s) against him/her, disclosure of the employer’s then available evidence and an opportunity to present his/her position orally or in writing prior to the discipline.

Section 3. Suspension Pending Discipline or Discharge

When it is necessary, an individual may be suspended, with full salary and benefits, pending disciplinary action.

Section 4. Investigatory Interview

If a bargaining unit member reasonably believes that an investigatory interview conducted by the employer will result in discipline or place his/her job security in jeopardy, she/he may have a union representative present at any such interview.

ARTICLE XVII
SABBATICAL LEAVE

Section 1. Preamble

Sabbatical leave is educational leave. The purpose of sabbatical leave is to provide a professional staff member with the time and support for scholarly or creative endeavors which will benefit the college and the staff member professionally, and/or enable the professional staff member to develop resources or materials to enrich his/her teaching effectiveness or the performance of administrative responsibilities. The Chancellor may grant sabbatical leave for a full year on half salary, or for a half year on full salary, or for such period and portion of salary as agreed to by the applicant and the Chancellor.

Section 2. Eligibility and Conditions

A. Eligibility

A professional staff member on tenure-track appointment shall become eligible for sabbatical leave after six (6) consecutive years of full-time service at a college. Such professional staff member shall be considered for sabbatical leave during his/her sixth year of full-time service, but the sabbatical shall not commence until he/she has completed six years of service. Once the sabbatical leave has been taken, the professional staff member shall again become eligible for sabbatical leave after six (6) additional consecutive years of full-time service following the completion of the sabbatical. (See side letter Re: Sabbaticals -Congress).
Full-time leave for professional development shall be considered as continuous service for sabbatical leave, but shall not be included as accumulated time required to qualify for sabbatical leave.

B. Conditions

The recipient of a sabbatical leave is permitted to receive other remuneration in the form of fellowships, assistantships, grants, honoraria or consultant fees. However, an individual on sabbatical leave is generally not expected to engage in paid employment elsewhere. Each applicant for sabbatical leave shall disclose, as part of his/her proposal, all anticipated remuneration including but not limited to, professional development and/or tuition reimbursement dollars and, if paid employment is involved, he/she shall describe the relationship of such employment to the purpose of the sabbatical leave as outlined in Section 1 above. Total compensation while on sabbatical leave shall normally not exceed the regular salary (base pay plus longevity) of the recipient plus expenses attributable to the leave. The recipient of a sabbatical leave must agree to return to the college for at least one year of full-time service following the expiration of the leave. Failure to return to the college for at least one year may result in forfeiture of any and all compensation due him/her and shall be considered a resignation not in good standing.

Section 3. Rights

Time on sabbatical leave at full or partial pay shall be considered as continuous service for longevity and retirement pursuant to the professional staff member’s particular State-approved retirement plan. Time on sabbatical leave at less than full pay will be considered as full-time service for the purpose of determining years of service for longevity. All fringe benefits shall be continued during the period of the sabbatical leave. Upon completion of such leave, the professional staff member shall return to the same college at the same salary and rank he/she would have attained had he/she not taken such leave.

Section 4. Number

The number of professional staff members on sabbatical leave at any time at a college shall not exceed five percent (5%) of the full-time professional staff in the bargaining unit, provided that the Chancellor may approve more than 5% in the bargaining unit, except that at colleges with fewer than twenty (20) such professional staff members, one (1) such member may be granted a sabbatical in any given year. For the purpose of calculating this limitation, twelve-month staff on sabbatical leave during the summer months shall not be considered a part of the five percent (5%) limitation.

It is anticipated by the parties that sabbatical leave shall be granted to five percent (5%) of the bargaining unit in each year of this Agreement, provided that there are sufficient qualified applicants and there is no net cost to the System.
Section 5.  Sabbatical Leave Committee

At each college, there shall be a Sabbatical Leave Committee elected by the members of the bargaining unit(s). Only tenured employees or employees on tenure track appointment at the college may serve as members of a Sabbatical Leave Committee. The size and composition of the committee shall be determined by mutual agreement. At merged campuses, subcommittees will be established consisting of representatives of each bargaining unit. Each subcommittee shall make the recommendation with respect to its own bargaining unit members. AFSCME members shall apply directly to the President for sabbaticals, unless they opt to apply to the committee.

The Sabbatical Leave Committee shall have the responsibility to review all applications for sabbatical leave and shall make recommendations to the President, listing in priority order applicants recommended for sabbatical leave at full pay, and separately, applicants recommended for sabbatical leave at half pay.

The operation of the Sabbatical Leave Committee shall be subject to the supervision of the President or his/her designee. The committee shall review the Chancellor’s guidelines for its work and shall keep a written record of the dates of all meetings, attendance at the meetings and materials considered. These records and materials shall be in the custody of the President or his/her designee. The committee shall not disclose its records or recommendations except as provided herein.

Section 6.  Procedure

Applicants for sabbatical leave shall prepare a proposal for leave which describes the prospective activity, indicates the contribution it will make to the individual concerned and to the college, and addresses all other conditions set forth in Sections 1 and 2 above. By November 1st of the year prior to the year in which the sabbatical would occur, the proposal shall be presented to the President on a form established by the employer.

The President shall seek the recommendations of the supervisor. In making his/her recommendation, the supervisor shall be guided only by the criteria contained in this Article. Prior to making his/her recommendation to the President, the supervisor shall meet with the applicant and discuss his/her intended recommendation.

Except for AFSCME bargaining unit members, the President shall also seek the recommendations of the Sabbatical Leave Committee, which shall be completed by December 15. In making its recommendations, the committee shall be guided only by the criteria contained in Section 1 of this Article and shall proceed in the manner set forth in Section 5 above. By February 1, the President shall forward his/her recommendations to the Chancellor’s Office. Prior to making his/her recommendations, the President or his/her designee shall meet and discuss his/her intended recommendations with the committee. Where there are differences between the President and the committee, the committee may forward a statement of the reasons for its position to the Chancellor or his/her designee, with a copy to the President.
In addition, the President may consult with and/or seek the recommendations of other representatives of the employer, provided, however, that the President shall inform persons under consideration of any formal recommendation process and any such recommendation shall be guided only by the criteria contained in this Article. Formal recommendations made to the President by other employees of the college shall be consistent with the following:

(a) Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility;

(b) Management recommendations shall be guided by the criteria contained in this Article and management personnel shall give consideration to all materials specified and the recommendations of the Sabbatical Leave Committee.

The foregoing shall not be deemed to limit the right of the President to consult others as provided in this paragraph.

The Chancellor or his/her designee shall consolidate the recommendations of all college presidents and shall act on the recommendations by April 1. The Chancellor shall consider the priority recommendations of the presidents within the bargaining unit and allocate such full-pay and half-pay sabbatical leaves as he/she may approve in a manner that is consistent with this Article and with funds available for the unit.

All applicants shall be entitled to know the formal recommendations at each level and the decision of the Chancellor or his/her designee, which shall be final.

Within thirty (30) days following the decision of the Chancellor or his/her designee, any individual recommended for a sabbatical leave at full pay, whose leave was not approved, shall have the opportunity to request that the President recommend a sabbatical leave at half pay. Approval of additional sabbaticals hereunder shall not obligate the Chancellor to consider additional sabbatical leaves at full salary. (See side letter Re: Sabbaticals – Congress)

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT LEAVE

Section 1. Short-Term Leave

The Board encourages professional staff members to attend appropriate professional meetings, conferences, and seminars consistent with the needs of the college. Leave for these purposes for a period of up to five (5) working days with pay may be granted by the President.

In the case of a denial of a request for short-term leave, the President or his/her designee shall meet with the individual concerned to discuss the reasons for the denial. The decision of the president or his/her designee shall be final.
Section 2. Partial Leave

A. Definition and Purpose.
Partial leave for professional development shall consist of released time or a reduced assignment. In the latter case, the staff member shall be paid a pro-rata salary for the portion of his/her assignment which remains after such leave has been granted. This leave may be granted for such purposes as study, research, or services as a consultant.

B. Eligibility and Conditions.
Professional staff members are eligible for this leave after one (1) year of service on a full-time standard appointment, subject to the following conditions: (1) the applicant’s professional duties permit his/her absence for the period of time requested; (2) the leave is of value to the college; and (3) in the case of released time, no additional remuneration is received by the professional staff member.

C. Denial and Meeting.
In the case of a denial of a request for partial leave, the President or his/her designee shall meet with the individual concerned to discuss the reasons for the denial.

Section 3. Full-Time Leave for Professional Development (Congress)

A. Preamble

Full-time leave for professional development is educational leave. Full-time leave for professional development shall consist of a full-time leave of absence with or without pay. It may be granted for such purposes as study, research or service as a consultant. If the leave for professional development is with pay, the cost of providing part-time replacement for unit members shall be made pursuant to funds available under this Agreement.

B. Eligibility and Conditions

Professional staff members are eligible for full-time leave for professional development after one year of service on a full-time standard appointment, subject to the following conditions:

(1) the applicant’s professional duties permit his/her absence for the period of time requested;

(2) the leave is of value to the college; and

(3) if with pay, there is no other remuneration to the professional staff member.
Full-time leave for professional development may be granted for up to one (1) year and the Chancellor may authorize an extension of the leave for an additional year.

C. Rights

Full-time leave for professional development shall be considered as continuous service for longevity (if leave for professional development, with pay, on a pro-rata basis), placement in the salary schedule and retirement pursuant to the individual’s particular State retirement plan. All fringe benefits shall be continued during the period of full-time professional development leave, if with pay. All other terms and conditions of full-time leave of absence for professional development are to be agreed upon by the professional staff member concerned, who may request representation by the Congress. The final agreement shall be in writing.

D. Professional Development Committee

At each college, the Congress subcommittee for Sabbatical Leave shall also serve as the Professional Development Committee. The operation of the Professional Development Committee shall be subject to the supervision of the President or his/her designee.

The Professional Development Committee shall have the responsibility to review all applications for full-time leave for professional development and shall make recommendations to the President. The Professional Development Committee shall keep a written record of the dates of all meetings, attendance at meetings and materials considered. These records and materials shall be kept in the custody of the President or his/her designee. The committee shall not disclose its records or recommendations except as provided herein.

The committee shall make a recommendation to the President concerning the allocation of professional development money made available pursuant to this Agreement. The recommendation shall address the proportion of such professional development money to be utilized for short-term leave, partial leave and full-time leave. The recommendation of the subcommittee is advisory to the President whose decision is final.

E. Procedure

Applicants for full-time leave for professional development shall prepare a proposal for leave which describes the prospective activity and indicates the contribution it will make to the individual concerned and the college, utilizing a form established by the employer. This proposal shall be presented to the President six (6) months in advance of the requested leave.

The President shall seek the recommendation of the supervisor. In making this recommendation, the supervisor shall be guided only by the criteria contained in this Article. Prior to making his/her recommendation to the President, the supervisor shall meet with the applicant and discuss his/her intended recommendation with the applicant.
The President shall also seek the recommendation of the Professional Development Committee which shall be completed by December 15. In making its recommendation, this committee shall be guided only by the criteria contained in this Article. Prior to making his/her recommendations for professional development leave to the Chancellor, the President or his/her designee shall meet and discuss his/her intended recommendations with the committee. Where there are differences between the President and the committee, the committee may forward a statement of the reasons for its position to the Chancellor, with a copy to the President.

In addition, the President may consult with and/or seek the recommendations of other representatives of the employer, provided, however, that the President shall inform persons under consideration of any formal recommendation process and any such recommendation shall be guided only by the criteria contained in this Article. Formal recommendations made to the President by other employees of the college shall be consistent with the following:

i. Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility;

ii. Management recommendations shall be guided by the criteria contained in this Article and management personnel shall give consideration to all materials specified and the recommendations of the supervisors and the Professional Development Committee.

The foregoing shall not be deemed to limit the right of the President to consult others as provided in this paragraph.

The professional staff member shall be entitled to know the formal recommendations at each level and the decision of the Chancellor, which shall be final.

Within ninety (90) days of receipt of the proposal, the President shall forward his recommendations to the Chancellor for final determination. The Chancellor shall act on the recommendations within sixty (60) days.

ARTICLE XIX
OTHER LEAVES

Section 1. Leave of Absence Without Salary

A. Leaves Unrelated to Medical or Family Leave.

The President may grant a leave of absence without salary upon the request of a professional staff member for a period not to exceed two (2) years. Professional staff members are eligible for leave of absence without salary after two (2) years of full-time service on standard appointment, except that a leave for educational advancement may be granted after one
(1) year of service. An individual who believes that his/her request for leave of absence without salary was unreasonably denied may forward his/her request with a statement of his/her position to the Chancellor. The decision of the Chancellor shall be final.

The terms and conditions of such a leave of absence shall be agreed upon by the President and the professional staff member concerned, who may be represented by the appropriate Union. The agreement shall be in writing.

Only leaves designated as educational leave without salary shall be considered as continuous service for retirement pursuant to the professional staff member’s particular State-approved retirement plan. Insurance benefits for professional staff members on leaves under this subsection shall be continued, if the professional staff member pays the full premiums for said benefits.

Sick leave shall accrue in any month in which a professional staff member is on a leave of absence without salary, on a pro-rata basis, calculated to the nearest quarter-day.

B. Medical, Parental and Family Leaves.

Medical, parental and family leaves are available as follows:

(1) Medical Leave

   (a) After exhaustion of accrued sick leave and upon establishment of the actual disability of a professional staff member who has two (2) or more years of service on standard appointments, such professional staff member shall be entitled to a medical leave without salary not to exceed two (2) years from the date sick leave accrual is or was exhausted (such exhaustion date to be determined without reference to sick leave days accrued after the disability commenced). Said leave shall include any leave pursuant to Section 5-248a of the Connecticut General Statutes.

   (b) After exhaustion of accrued sick leave and upon establishment of a serious illness, a permanent professional staff member who has more than six months of service shall be entitled to a medical leave without salary not to exceed a maximum of twenty-four (24) weeks in any two (2) year period.

(2) Parental Leave

   (a) Parental leave without salary not to exceed two (2) years may be granted by the President to professional staff members after one (1) year of service on standard appointment. An individual who believes that his/her request for leave was unreasonably denied may forward his/her request with a statement of his/her position to the Chancellor. The decision of the Chancellor shall be final.
(b) Such leave without salary shall be granted to permanent professional staff members after six (6) months of service for a period not to exceed a maximum of twenty-four (24) weeks in any two (2) year period. As used in this Article, “parental leave” shall be defined as leave for the purpose of: (a) rearing a child for whom the professional staff member has legal responsibility; or (b) the prenatal and postnatal care of a wife.

(3) Family Leave

All permanent professional staff members after six (6) months of service shall be entitled to family leave without salary not to exceed a maximum of twenty-four (24) weeks in any two (2) year period. As used in this Article, “family leave” shall be defined as a leave necessitated by a serious illness suffered by the permanent professional staff member’s own parent, spouse, or child.

(4) Benefits

(a) The employer shall pay for the continuation of health insurance benefits covered by Section 38-374 of the Connecticut General Statutes for professional staff members during parental leave under Section 1B(2)(b), above, family leave under Section 1B(3), above, and medical leave under Section 1B(1)(b), above. In order to continue any other health insurance coverage during such leaves, the professional staff member shall contribute that portion of the premium the professional staff member would have been required to contribute had he/she remained an active employee during the leave period.

(b) Sick leave shall accrue in any month in which a professional staff member is on medical, parental, or family leave of absence without salary on a pro rata basis calculated to the nearest quarter day. Service credits for accumulated seniority, retirement, fringe benefits (except as provided in subsection (4) (a) above) and other service credits (except sick leave) shall not accrue during the leave of absence with salary.

(5) Reinstatement

Upon the expiration of a medical leave under Section 1B(1)(b), above, parental leave under Section 1B(2)(b), above, or a family leave under Section 1B(3), above, the professional staff member shall be entitled to return to the professional staff member’s original job from which the leave of absence was provided or, if the original job is not available, to an equivalent position with equivalent pay, provided, however, that a professional staff member returning from medical leave who is unable to perform his/her original job shall be assisted by the Personnel Division of the Department of Administrative Services in finding other suitable work in State service.

Unless otherwise agreed upon the expiration of all other leaves under Section 1 of this Article, professional staff members shall be returned to work in the professional staff member’s original job, or, if the job is not available, to an equivalent position with equivalent pay.
C. Definitions

For all purposes under this Article, “permanent professional staff member” shall be defined as to have the same meaning as the phrase “permanent employee” in Section 5-248a of the Connecticut General Statutes, to wit: a bargaining unit employee who has served in his or her bargaining unit position for a period of more than six months, except employees in positions funded in whole or in part by the Federal Government as part of any public service employment program, on-the-job training program, or work experience program. “Serious illness” shall be defined as that phrase is defined in Section 5-248a of the Connecticut General Statutes to wit: an illness, injury, impairment, or physical or mental condition that involved (1) inpatient care in a hospital, hospice, or residential care facility or (2) continuing treatment or continuing supervision by a health care provider.

Section 2. Sick Leave

A. Entitlements and Conditions.

All full-time professional staff members accrue sick leave with pay for continuous service at the rate of one and one-quarter days per calendar month from the date of initial employment. All part-time professional staff members in the bargaining unit accrue sick leave with pay for continuous service from the date of initial employment at the rate of one and one-quarter days per calendar month multiplied by the following fraction: the number of hours worked per week divided by 35. Earned sick leave is granted to a professional staff member who is incapacitated for duty. An acceptable medical certificate is required to substantiate a request for sick leave in the following situations: any period of absence of more than five (5) consecutive working days; sick leave during annual vacation; leave of any duration if absence from duty recurs frequently or habitually, provided that the employee has been notified that a certificate will be required; leave of any duration when evidence indicates reasonable cause for requiring such a certificate. Sick leave shall be calculated in quarter-day units.

B. Compensation at Retirement.

Upon retirement, pursuant to Chapter 66 or 167a of the Connecticut General Statutes, a professional staff member shall be compensated at the rate of one-fourth of her/his daily salary for each day of sick leave standing to her/his credit as of his/her last day on the active payroll, up to a maximum of 240 days.

C. Retention of Accrued Sick Time.

Unit members whose services are terminated pursuant to Article XIII shall have accrued sick leave credited upon reinstatement within two (2) years of the date of termination.

D. Emergency Sick Leave.

The Board policy on emergency sick leave, as applied to bargaining unit members, will be continued. The parties may discuss alternative arrangements in the event of
unusual circumstances. In this regard, the parties have identified the possibility of employees who have in excess of 240 days accumulated making contributions in excess of five (5) days.

Section 3. Special Leave

A. Conditions.

Special leave is leave for personal emergencies which is to be charged to sick leave. It shall be calculated in quarter-day units.

B. Purpose.

Special leave shall be granted for the following reasons: (1) dental, medical, or eye examination or treatment for which arrangements cannot be made outside of working hours; (2) when presence at work will expose others to contagious diseases; (3) in the event of death in the immediate family, when as much as five working days’ leave with pay shall be granted (immediate family means spouse, father, mother, sister, brother, or child, or any other relative who is domiciled in the professional staff member’s household); (4) if critical illness or severe injury in the immediate family or household creates an emergency which requires the attendance or aid of the professional staff member, when up to five working days’ leave with pay in a calendar year shall be granted. The President may also grant necessary time, not to exceed in the aggregate a total of three working days’ leave per calendar year, to fulfill the obligations of traveling to, attending, and returning from funerals of persons other than members of the immediate family. Special leave shall be contingent upon the availability of earned sick leave and charged against sick leave.

Section 4. Personal Leave

A. Entitlement.

Each full-time member of the professional staff who has served in a position for a minimum of six months shall be granted three days’ personal leave of absence with pay in each calendar year.

Each part-time member of the professional staff who has served in a position for a minimum of six months shall be granted one and one-half days’ personal leave of absence with pay in each calendar year.

B. Purpose and Conditions.

Personal leave of absence shall be for the purpose of conducting private affairs, including observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Personal leave of absence days not taken in the calendar year in which they are granted shall not be accumulated. Except in an emergency situation, professional staff members shall give at least three working days’ notice to the appropriate management representative and should take personal leave of absence on days and in a manner which is least disruptive of the
instructional program and the educational progress of students. To facilitate this consideration, personal leave days shall be calculated in half-day units.

Section 5. Leave for Civil Obligations

A. Military Leave.

A professional staff member who is a member of the armed forces of the State or of any reserve component of the United States and is required to undergo active duty or field training therein shall be entitled to a leave of absence with pay for a period not exceeding three calendar weeks of such active duty or field training. Military leave shall not be charged against the annual vacation.

A professional staff member who has served in a full-time position for more than six (6) months and who has left the employ of the Community Colleges in order to serve in the armed services is eligible for reinstatement according to the provisions of Section 5-255 (C) of the Connecticut General Statutes.

B. Jury Duty.

Professional staff members who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary thereby, but they shall be required to remit to the employer any sums of money received in compensation for such duty or attendance.

Section 6. Maternity Leave for Childbearing Disability and Childrearing

A. Entitlement to Childbearing Disability Leave.

Disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery there from (“childbearing disabilities”) shall be treated like another temporary disability. At the option of a professional staff member, vacation leave or portions thereof may be utilized for childbearing disabilities after the exhaustion of sick leave accruals, provided, however, that a professional staff member, solely at her discretion, may request an unpaid childbearing disability leave in order to retain her accrued sick leave. In such a case, the professional staff member may utilize vacation leave or portions thereof or the childbearing disability leave prior to exhaustion of her accrued sick leave.

B. Conditions.

Sick leave may be utilized for any such period of childbearing disability, provided that the employer may require that a medical doctor certify that any period in excess of five (5) days to which sick leave is applied is medically necessary as a result of or to recover from childbearing disability.

In addition, the employer recognizes the right of professional staff members to leave as follows:

After all employee-designated sick and vacation leave have been exhausted, a professional staff member shall be granted, upon request, a leave of up to twelve (12) months
without salary (including the 24-week leave provided for in Section 5-248a of the Connecticut General Statutes) for childbearing disability which extends beyond accumulated sick leave, provided, however, that a professional staff member who has elected to retain her sick leave pursuant to Section 6A of this Article, above, shall be entitled to retain her accumulated sick leave. Further, at the end of a childbearing disability leave, a professional staff member shall be granted, upon request, a leave of up to twelve (12) months without salary (including the 24-week leave provided for in Section 5-248a of the Connecticut General Statutes) for childrearing. Adjustments in the duration of the leave may be made by mutual agreement between the President and the professional staff member concerned to insure that such leave is least disruptive of the instructional program of the college and the educational progress of students, provided, however, that the President shall not have authority to reduce such leave below twenty-four (24) weeks, in combination with other such medical leaves taken within a two-year period (commencing with the first day of leave of the first such leave within the period). Time on such leave shall be considered as continuous service for purposes of sabbatical leave, but shall not be included as accumulated time required to qualify for sabbatical leave.

C. Reinstatement.

Provided that the professional staff member shall return to service no later than twelve months from the beginning of leave without salary for disability or childrearing, subject to the adjustments stipulated in Section 6B above, she shall be restored, subject to any provisions on staff reductions, to the same job or to an equivalent position with the same seniority, salary, retirement and fringe benefits, and other service credits which she had attained at the time such leave was granted, plus the appropriate increase in benefits accorded to persons of that rank and salary and any and all improvements in fringe benefits established through negotiations between the Union and the Board during the period of such leave.

For up to twelve (12) months from the beginning of leave without salary for disability or childrearing, part-time return to service may be arranged by mutual agreement between the professional staff member concerned and the President of the college, subject to the following: in the case of an employee holding a special appointment or a standard appointment which has not been renewed in accordance with Article IX, Section 3, a leave shall not extend beyond, and provisions for reemployment shall not apply beyond, the termination date of the appointment unless the employer agrees in writing to such an extension.

D. Benefits While on Leave Without Salary.

The employer shall pay for continuation of a professional staff member’s health insurance benefits during any childbearing disability leave with salary. Upon commencement of childrearing leave without salary, the employer shall pay for continuation of a professional staff member’s health insurance benefits for a period of up to 24 weeks in any two (2) year period.

A professional staff member may continue health insurance benefits at her own expense for any period of childrearing leave without salary which extends beyond 24 weeks in any two (2) year period.

Childbearing disability and childrearing leave without salary shall be considered as continuous service for retirement pursuant to the professional staff member’s particular State-approved retirement plan and for accumulation of sick leave. Service credits for seniority, fringe
benefits, and other service credits (except sick leave) shall not accrue during leave without salary.

Section 7. Miscellaneous Leave Provisions

Professional staff members who are transferred into the Community College System shall not be deprived of sick, vacation, and special leave privileges previously earned in another Connecticut state agency.

ARTICLE XX
HOLIDAYS AND VACATIONS

Section 1. Holidays

Each year, all professional staff members shall be granted time off with pay for the following 12 holidays:

- New Year’s Day
- Independence Day
- Martin Luther King Day
- Labor Day
- Lincoln’s Birthday
- Columbus Day
- Washington’s Birthday
- Veteran’s Day
- Good Friday
- Thanksgiving Day
- Memorial Day
- Christmas Day

(See side letter Re: Day After Thanksgiving.)

If a professional staff member is required to work on a 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.

Section 2. Vacations

E. Entitlement

(1) After six (6) months of continuous employment in State service, full-time professional staff members employed on a 10-month basis are entitled to a total of 18.3 working days of vacation accrued at the rate of 1.83 days per calendar month of service.

(2) After six (6) months of continuous employment in state service, part-time professional staff members employed on a 10-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

(3) After six (6) months of continuous employment in state service, full-time professional staff members employed on a 12-month basis are entitled to a total of 22 working days of vacation each calendar year accrued at the rate of 1.83 days per calendar month of service.
After six (6) months of continuous employment in State service, part-time professional staff members employed on a 12-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

F. Conditions

(1) Vacation days taken by professional staff members are subject to prior approval by the President of the college. It is expected that professional staff will take a minimum of three weeks vacation each calendar year.

However, in extenuating circumstances, vacation days may be carried over into a new calendar year with the written approval of the President of the college, which approval shall not be unreasonably withheld, but may not be accumulated to a total of more than 120 days.

(2) Vacation days do not accrue during any month in which a professional staff member is on leave of absence without salary for more than five (5) days.

G. Adjustments on Termination

(1) If a professional staff member has taken more vacation days than would have been accrued at the rate specified in Section 2A above, the college shall, on termination, deduct from his/her pay the value of vacation days taken in excess of the amount accrued.

(2) Any eligible professional staff member leaving state service shall receive a lump sum payment for accrued but unused vacation time, except that all professional staff members who have been notified of termination of their appointment are required to use all accumulated vacation time prior to expiration of the final appointment year unless other arrangements are specifically authorized in writing by the college President, which authorization shall not be unreasonably withheld.

ARTICLE XXI
SALARY AND FRINGE BENEFITS

Section 1. Salary

A. General Wage Increase

(1) Except as provided otherwise in subsection A (2) of this Section, any general wage increase provided in this subsection shall be added to and become part of the base salaries of members of the bargaining unit and shall be additional to the annual salaries to which bargaining unit members are entitled. During the term of this Agreement, members of the bargaining unit shall receive general wage increases as follows:

---

3 Effective dates of increases under sections 1A (b) and (c) have been adjusted. See Congress and AFSCME wage concession agreements at Appendix E.
(a)  
2002-2003  
Effective July 26, 2002 for twelve (12) month employees and August 9, 2002 for ten month employees, all Administrators, Counselors and Librarians shall receive an increase in annual salary of two and one-quarter percent (2.25%), plus the step increase provided by Section 1.C, below.

(b)  
2003-2004  
Effective July 25, 2003 for twelve (12) month employees and August 8, 2003 for all ten month employees, Administrators, Counselors and Librarians shall receive an increase in annual salary of two and one quarter (2.25%), plus the step increase provided by Section 1.C, below.

(c)  
2004-2005  
Effective July 23, 2004 for twelve (12) month employees and August 6, 2004 for ten-month employees, all Administrators, Counselors and Librarians shall receive an increase in annual salary of two and three-quarters percent (2.75%), plus the step increase provided by Section 1.C, below.

(2)  No employee’s base salary shall be set above the relevant maximum salary for his/her rank or grade/level; provided, however, that no employee’s base salary shall be reduced as a result of this provision. Each bargaining unit member who is above the maximum salary for his/her rank or grade/level before any general wage increase called for by this Agreement, shall be paid in lieu of such GWI a non-recurring lump sum payment equal to the general wage increase he/she would have received if his/her salary had not been above the maximum salary for his/her rank or grade/level. To the extent that such a bargaining unit member (i.e. one who is above the maximum salary for his/her rank or grade/level before any general wage increase) will be at the maximum salary for his/her grade/level after any general wage increase, the general wage increase he or she receives plus the non-recurring lump sum payment he or she is paid shall equal the general wage increase he or she would have received if his/her salary had not been above the maximum salary for his/her rank or grade/level.

B.  Salary Schedules.  
The salary schedules for 2002-03 through 2004-05 shall be as set forth in Schedule C.

C.  Step Increases.  
Each year of this Agreement, members of the unit within the established salary structure employed on or prior to the preceding March 1 shall be eligible for consideration for step increases not to exceed the top step of the appropriate range. The effective dates for these step increases shall be the same as those set forth in Section 1.A.(1) above. Employees at or above the maximum salary shall receive a lump-sum payment of one-thousand dollars ($1,000) in lieu of the step increase.

D.  Withholding of Increments.  
It is recognized that the Board may withhold salary increments if it can demonstrate that its decision is not arbitrary, capricious, or unreasonable.
E. Increase in Gross Payroll

The increase in Gross Payroll resulting from increases per paragraph (1) of Appendix D shall be equal to and the “roll-out” into the next fiscal year shall not exceed the cash value for that fiscal year.

Section 2. Longevity

Professional staff members in the bargaining unit shall continue to receive semi-annual payments in addition to salary according to Schedule A.

Such semi-annual longevity lump-sum payments shall be made during the months of April and October of each year except that a retired employee shall receive, during the month immediately following retirement, a prorated payment based on the proportion of the six-month period served prior to the effective date of his/her retirement.

Section 3. Reclassification of Administrator, Counselor, Librarian

For the purposes of reclassification pursuant to the Side Letter re: Salary/Grade Placement, or otherwise, the value of a step shall be the average of all steps in that salary group. (See Schedule D.)

Section 4. Insurance and Retirement Benefits

A. Retirement

(1) Entitlement

The present retirement plans provided by the Pension Agreement and the Connecticut General Statutes shall be continued for members of the bargaining unit.

(2) Salary Pay-Out for 10-Month Staff

Any individual on a 10-month appointment who has completed the work obligations of his/her appointment period and who retires after May but before September 1, shall receive, upon retirement, pursuant to Chapter 66, credit for the entire appointment year and the remaining bi-weekly payments due for the entire appointment year, together with any amounts held back previously.

B. Individual Retirement Annuities

Benefits shall be made available on a voluntary basis to eligible professional staff members, as provided in Section 5-264 of the Connecticut General Statutes, whereby under certain conditions the Board of Trustees of Community-Technical Colleges may enter into an agreement involving purchase of an individual retirement annuity contract that will qualify for income tax benefits.
C. Medical Insurance.

For the duration of this Agreement, the State shall continue in force the health insurance coverage, including contributions, in effect on June 30, 1984, except as modified by arbitration decisions applicable to this unit. As of June 30, 1984, said coverage includes: Blue Cross/Blue Shield Century 96; Blue Cross “Co-Pay” Plan for Dental Care with riders A and C; and Major Medical co-insurance with a $100 deductible, coverage of 80% of the first $2000 of claims and 100% of the excess during a benefit period, and a $1,000,000 maximum benefit.

D. HMO (Health Maintenance Organization).

In lieu of coverage under group health insurance plans set forth above, except dental plans, bargaining unit members may elect to become members of an eligible health maintenance organization. Professional staff members who elect the option of membership in the HMO in lieu of coverage under contractual group health insurance plans must make such election in writing. The employer will pay toward HMO coverage an amount equal to the expense on behalf of such employee and his/her dependents and family as if such employee did not elect to become a member of the HMO, provided that the payment will be no more than the actual cost of HMO coverage.

E. Group Life Insurance.

Group life insurance shall be available to principal bargaining unit members at the same rate and coverage limits as provided to nonbargaining unit state employees under Sec. 5-257 of the Connecticut General Statutes.

In addition, any principal bargaining unit member shall be permitted to purchase group life insurance in excess of what the current plan permits up to a maximum of $50,000, provided the member shall pay the full cost for the difference in premium under the terms and conditions governing such purchases under the policy in effect on the date of said insurance purchase.

Section 5. Workers’ Compensation

A. Workers’ Compensation Coverage and Payments.

Where an employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment, or sustained in the course of his/her employment, said employee may, pending final determination as to the employee’s eligibility to receive workers’ compensation benefits, charge said period of absences to existing leave accounts. Where a determination is made supporting the employee’s claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Upon final and non-appealable decision by appropriate State authority that an employee is entitled to receive workers’ compensation benefits, said employee shall receive his/her first payment no later than four (4) weeks following such determination. Accrued leave time may be used to supplement workers’ compensation payments up to but not beyond the regular salary.
B. Extended Benefits.

The benefits of Section 5-142, Paragraph A of the Connecticut General Statutes shall continue to be applicable to the extent, if any, that said provision may have been applicable prior to the effective date of this Agreement.

C. Insurance.

The State will continue to provide benefits and coverage pursuant to Sections 5-142(a) and (b) of the Connecticut General Statutes. The employer will continue to pay the applicable current contributions for life insurance and hospital and medical insurance for the period of time the employee is on a work-related disability leave under Paragraph A of this Section.

Section 6. Travel Expenses and Reimbursements

A. Within funds appropriated to the Board, the Board shall have full authorization to allocate funds for travel and to authorize the expenditure of such funds for out-of-State travel under the authority of the Chancellor or his/her designee.

B. An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the GSA rate subject to the following limitation that no mileage reimbursement shall be paid for travel 10 miles or less per week.

Employees shall be notified of the minimum insurance requirements prior to using their personal vehicles in the performance of duties.

C. During the life of this Agreement, any employee who is required to travel out-of-State on employer business shall be reimbursed at the following rates:

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TOTAL $32.20 per diem

In addition, a $5.00 lump-sum payment may be provided if authorized out-of-State travel is for a period of two (2) full working days. The same amount may be authorized for each additional two (2) full working-day periods.

Section 7. Death Benefit

Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) 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 payment equivalent to sixty (60) days’ pay.
Section 8. Tuition Waiver

In addition to the waiver of tuition and fees permitted under Chapter 185b, Section 10a-77 of the Connecticut General Statutes, the Board may waive tuition and fees for bargaining unit members and their spouses and dependent children at all colleges in the Community College System.

Waivers of fees for noncredit course offerings and for extension credit course offerings may be granted on a space-available basis, in the discretion of the employer, to principal bargaining unit members and to their spouses and dependent children. Waivers may be granted to bargaining unit members only where the course is offered outside of the employee’s regularly scheduled work day, except that where a course is job-related and the employee’s supervisor approves his/her release for this purpose, the course may be taken during the member’s regularly scheduled work day. The parties agree that the employer will determine on a case-by-case basis the courses to which the waiver may apply as well as the administrative processes to be used in the implementation of this benefit. The decision of the employer whether or not to grant a waiver shall be final and not subject to grievance or arbitration. The provision of the tuition waiver to spouses and dependent children shall sunset with the expiration of this Agreement.

Section 9. No Lapses

No money provided in Appendix C (Miscellaneous Salary and Funding Provisions), and in the prior agreements, shall lapse if not disbursed or expended during any fiscal year. This provision shall supersede any conflicting State statute or regulation.

ARTICLE XXII
ACCOUNTING OF BENEFITS

Each member of the bargaining unit shall be provided before March 1 with a written accounting as of January 1 of each year setting forth the member’s current status on the following items:

(1) amount of cumulative annual vacation and sick leave
(2) current salary
(3) longevity payment
(4) effective date of current appointment
(5) termination date for members on special appointments
(6) date of initial appointment
ARTICLE XXIII
EXTENT OF AGREEMENT

The parties hereto agree that they have fully bargained with respect to wages, hours, and other conditions of employment and that the understandings and agreements arrived at by the parties are set forth in this contractual Agreement and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, for the life of this Agreement, each of the parties voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Nothing herein shall preclude the parties from mutually agreeing to alter, amend, or supplement any of the provisions of this Agreement. Either party may request that any matter relating to this Agreement be scheduled for discussion between the parties. Such discussion shall occur within a reasonable period following the request and such agreements shall be reduced to writing. Modification of the Agreement shall be binding upon the parties only if mutually agreed upon and reduce to writing. This paragraph does not create an entitlement to mid-term bargaining.

ARTICLE XXIV
SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement should be declared unlawful by any court of competent jurisdiction, such decision shall be held to apply only to the specific Article, Section or portion thereof specified in the court’s decision. Upon issuance of such a decision, the Board and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.
ARTICLE XXV
TERM AND DURATION OF AGREEMENT

Section 1. This Agreement shall be effective July 1, 2002, and shall expire June 30, 2005.

Section 2. The parties have agreed to reopeners which are effective as more fully described in the Supplemental Letters of Agreement.

By: ______________  By: ______________  By: ______________
Marc S. Herzog  Robert Homa   Thomas Denne
Chancellor   President   President

Chief Negotiators:  Chief Negotiator:
Richard Voigt, Esq.  Daniel Livingston, Esq.
Jackson W. Foley, Jr. Esq.

4 The duration of this Agreement has been modified. See Congress and AFSCME wage concession agreements at Appendix E.
### SCHEDULE A

#### 2002-2003

#### LONGEVITY

**Longevity Category I**

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Community College Professional 21 (12 month) and above

**Longevity Category II**

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Community College Professional 20 (12 month)
Community College Professional 21 (10 month)
Community College Professional 20 (10 month)
Community College Professional 20 (11 month)
Community College Professional 19 (12 month)

**Longevity Category III**

<table>
<thead>
<tr>
<th>Longevity Base</th>
<th>10-14 years</th>
<th>15-19 years</th>
<th>20-24 years</th>
<th>25 years or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>1308</td>
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<td>654</td>
<td>981</td>
<td>1308</td>
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</table>

Community College Professional 18 (12 month)
Community College Professional 19 (10 month)
Community College Professional 19 (11 month)
### Longevity Category IV

<table>
<thead>
<tr>
<th>Longevity Base</th>
<th>10-14 years</th>
<th>15-19 years</th>
<th>20-24 years</th>
<th>25 years or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>1156</td>
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<td>578</td>
<td>867</td>
<td>1156</td>
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</table>

- Community College Professional 18 (10 month)
- Community College Professional 17 (12 month)
- Community College Professional 16 (12 month)

### Longevity Category V

<table>
<thead>
<tr>
<th>Longevity Base</th>
<th>10-14 years</th>
<th>15-19 years</th>
<th>20-24 years</th>
<th>25 years or more</th>
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</thead>
<tbody>
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<td>988</td>
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<td>741</td>
<td>988</td>
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- Community College Professional 17 (9 month)
- Community College Professional 17 (10 month)
- Community College Professional 16 (10 month)
- Community College Professional 15 (12 month)
- Community College Professional 14 (12 month)

### Longevity Category VI

<table>
<thead>
<tr>
<th>Longevity Base</th>
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<th>20-24 years</th>
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- Community College Professional 15 (10 month)
- Community College Professional 14 (10 month)
- Community College Professional 13 (12 month)
- Community College Professional 12 (12 month)
### Longevity Category VII

<table>
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<tr>
<th>Years of Service</th>
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<th>25 years or more</th>
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<tr>
<td>Longevity Base</td>
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- Community College Professional 13 (10 month)
- Community College Professional 12 (10 month)
- Community College Professional 11 (12 month)
- Community College Professional 10 (12 month)

### Longevity Category VIII

<table>
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<th>25 years or more</th>
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<td>Longevity Base</td>
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- Community College Professional 11 (10 month)
- Community College Professional 10 (10 month)
- Community College Professional 9 (10 month)
- Community College Professional 9 (12 month)
- Community College Professional 8 (12 month)
- Community College Professional 8 (10 month)
- Community College Professional 8 (9 month)

### 2003-2004 Longevity

### Longevity Category I

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<th>25 years or more</th>
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<td>1503</td>
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- Community College Professional 21 (12 month) and above
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<th>25 years or more</th>
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<td></td>
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<td>15-19 years</td>
</tr>
<tr>
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<td>774</td>
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- Community College Professional 21 (10 month)
- Community College Professional 20 (12 month)
- Community College Professional 20 (11 month)
- Community College Professional 20 (10 month)
- Community College Professional 19 (12 month)

### Longevity Category III

<table>
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- Community College Professional 19 (11 month)
- Community College Professional 19 (10 month)
- Community College Professional 18 (12 month)

### Longevity Category IV

<table>
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- Community College Professional 18 (10 month)
- Community College Professional 17 (12 month)
- Community College Professional 16 (12 month)
### Longevity Category V

<table>
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<tr>
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<th>10-14 years</th>
<th>Years of Service 15-19 years</th>
<th>20-24 years</th>
<th>25 years or more</th>
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- Community College Professional 17 (10 month)
- Community College Professional 17 (9 month)
- Community College Professional 16 (10 month)
- Community College Professional 15 (12 month)
- Community College Professional 14 (12 month)

### Longevity Category VI

<table>
<thead>
<tr>
<th>Longevity Base</th>
<th>10-14 years</th>
<th>Years of Service 15-19 years</th>
<th>20-24 years</th>
<th>25 years or more</th>
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- Community College Professional 15 (10 month)
- Community College Professional 14 (10 month)
- Community College Professional 13 (12 month)
- Community College Professional 12 (12 month)

### Longevity Category VII

<table>
<thead>
<tr>
<th>Longevity Base</th>
<th>10-14 years</th>
<th>Years of Service 15-19 years</th>
<th>20-24 years</th>
<th>25 years or more</th>
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- Community College Professional 13 (10 month)
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- Community College Professional 11 (12 month)
- Community College Professional 10 (12 month)
### Longevity Category VIII

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<th>25 years or more</th>
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<td>Longevity Base</td>
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- Community College Professional 11 (10 month)
- Community College Professional 10 (10 month)
- Community College Professional 9 (12 month)
- Community College Professional 9 (10 month)
- Community College Professional 8 (12 month)
- Community College Professional 8 (10 month)
- Community College Professional 8 (9 month)

#### 2004-2005

**LONGEVITY**

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- Community College Professional 21 (12 month) and above

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<th>25 years or more</th>
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- Community College Professional 21 (10 month)
- Community College Professional 20 (12 month)
- Community College Professional 20 (11 month)
- Community College Professional 20 (10 month)
- Community College Professional 19 (12 month)

### Longevity Category III
<table>
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<td>15-19 years</td>
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|                  | Community College Professional 19 (11 month)  
|                  | Community College Professional 19 (10 month)  
|                  | Community College Professional 18 (12 month)  |

**Longevity Category IV**

<table>
<thead>
<tr>
<th>Longevity Base</th>
<th>Years of Service</th>
<th>10-14 years</th>
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<th>20-24 years</th>
<th>25 years or more</th>
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<td></td>
<td>320</td>
<td>640</td>
<td>960</td>
<td>1280</td>
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</table>
|                | Community College Professional 18 (10 month)  
|                | Community College Professional 17 (12 month)  
|                | Community College Professional 16 (12 month)  |

**Longevity Category V**

<table>
<thead>
<tr>
<th>Longevity Base</th>
<th>Years of Service</th>
<th>10-14 years</th>
<th>15-19 years</th>
<th>20-24 years</th>
<th>25 years or more</th>
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|                | Community College Professional 17 (9 month)   
|                | Community College Professional 16 (10 month)  
|                | Community College Professional 15 (12 month)  
|                | Community College Professional 14 (12 month)  |

**Longevity Category VI**

<table>
<thead>
<tr>
<th>Longevity Base</th>
<th>Years of Service</th>
<th>10-14 years</th>
<th>15-19 years</th>
<th>20-24 years</th>
<th>25 years or more</th>
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<td>472</td>
<td>708</td>
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</table>
|                | Community College Professional 15 (10 month)  
|                | Community College Professional 14 (10 month)  
|                | Community College Professional 13 (12 month)  
|                | Community College Professional 12 (12 month)  |
### Longevity Category VII

<table>
<thead>
<tr>
<th>Longevity Base</th>
<th>10-14 years</th>
<th>15-19 years</th>
<th>20-24 years</th>
<th>25 years or more</th>
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<td>812</td>
<td>203</td>
<td>406</td>
<td>609</td>
<td>812</td>
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- Community College Professional 13 (10 month)
- Community College Professional 12 (10 month)
- Community College Professional 11 (12 month)
- Community College Professional 10 (12 month)

### Longevity Category VIII

<table>
<thead>
<tr>
<th>Longevity Base</th>
<th>10-14 years</th>
<th>15-19 years</th>
<th>20-24 years</th>
<th>25 years or more</th>
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</thead>
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<td>704</td>
<td>176</td>
<td>352</td>
<td>528</td>
<td>704</td>
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</tbody>
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- Community College Professional 11 (10 month)
- Community College Professional 10 (10 month)
- Community College Professional 9 (12 month)
- Community College Professional 9 (10 month)
- Community College Professional 8 (12 month)
- Community College Professional 8 (10 month)
- Community College Professional 8 (9 month)
SCHEDULE B

TABLE OF RANK AND MINIMUM QUALIFICATIONS

ADMINISTRATORS, COUNSELORS, LIBRARIANS AND NON-TEACHING PROFESSIONALS

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum Qualifications Approved by the Board of Trustees (^5)</th>
<th>Standard Equivalencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCP 8</td>
<td>1-2 years</td>
<td>Associate’s</td>
</tr>
<tr>
<td>CCP 9</td>
<td>1-2 years</td>
<td>Associate’s</td>
</tr>
<tr>
<td>CCP 10</td>
<td>2-3 years</td>
<td>Associates and 0-1 year</td>
</tr>
<tr>
<td>CCP 11</td>
<td>2-3 years</td>
<td>Associates and 0-1 year</td>
</tr>
<tr>
<td>CCP 12</td>
<td>Associate’s and 0-2 years</td>
<td>Bachelor’s</td>
</tr>
<tr>
<td>CCP 13</td>
<td>Associate’s and 0-3 years</td>
<td>Bachelor’s and 0-1 year</td>
</tr>
<tr>
<td>CCP 14</td>
<td>Bachelor’s and 0-3 years</td>
<td>Master’s and 0-1 year</td>
</tr>
<tr>
<td>CCP 15</td>
<td>Bachelor’s and 1-4 years</td>
<td>Master’s and 0-2 years</td>
</tr>
<tr>
<td>CCP 16</td>
<td>Bachelor’s and 1-4 years</td>
<td>Master’s and 0-2 years</td>
</tr>
<tr>
<td>CCP 17</td>
<td>Bachelor’s and 2-5 years</td>
<td>Master’s and 0-3 years</td>
</tr>
<tr>
<td>CCP 18</td>
<td>Master’s and 1-4 years incl. 0-2 years supv.</td>
<td>6(^\text{th}) and 1-3 years incl. 0-2 supv.</td>
</tr>
<tr>
<td>CCP 19</td>
<td>Master’s and 2-5 years incl. 0-2 years supv.</td>
<td>6(^\text{th}) and 1-4 years incl. 0-2 supv.</td>
</tr>
<tr>
<td>CCP 20</td>
<td>Master’s and 3-6 years incl. 1-3 years supv.</td>
<td>6(^\text{th}) and 2-5 years incl. 1-3 supv; Doctorate and 1-4 yrs. Incl. 1-3 supv.</td>
</tr>
<tr>
<td>CCP 21</td>
<td>Master’s and 4-7 years incl. 2-4 years supv.</td>
<td>6(^\text{th}) and 3-6 years incl. 2-4 supv.; Doctorate and 2-5 yrs. Incl. 2-4 supv.</td>
</tr>
<tr>
<td>CCP 22</td>
<td>Master’s and 4-7 years incl. 2-4 years supv.</td>
<td>6(^\text{th}) and 3-6 years incl. 2-4 supv.; Doctorate and 2-5 yrs. Incl. 2-4 supv.</td>
</tr>
</tbody>
</table>

---

\(^5\) These are the minimum qualifications established by the Board on October 16, 1989 for each classification. The Board action also authorized the Chancellor to establish specific minimums for each type of position assigned to that classification and to establish qualifications less than the minimum in order to meet market conditions.

\(^6\) Job experience required for CCP 14 and below may be at the paraprofessional level; for CCP 15 and above, experience must be at the professional level. Supervisory experience is required only for supervisory positions.
## SCHEDULE C

### SALARY SCHEDULES

Administrators, Counselors and Librarians

**ACL 12 Month Contract - FY2003**

<table>
<thead>
<tr>
<th>FY2003 Group</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
<th>Step 11</th>
<th>Step 12</th>
<th>Step 13</th>
<th>Step 14</th>
<th>Step 15</th>
<th>Step 16</th>
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7 Increases in 2003-04 and 2004-05 have been deferred. See Congress and AFSCME wage concession agreements at Appendix E.
## Administrators, Counselors and Librarians

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Administrators, Counselors and Librarians

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77
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<td>$1,595</td>
<td>$1,631</td>
<td>$1,677</td>
</tr>
<tr>
<td>20</td>
<td>$1,737</td>
<td>$1,776</td>
<td>$1,825</td>
</tr>
<tr>
<td>21</td>
<td>$1,884</td>
<td>$1,927</td>
<td>$1,980</td>
</tr>
<tr>
<td>22</td>
<td>$2,059</td>
<td>$2,107</td>
<td>$2,163</td>
</tr>
</tbody>
</table>

8 Increases in 2003-04 and 2004-05 have been deferred. See Congress and AFSCME wage concession agreements at Appendix E.
## SCHEDULE E

### MISCELLANEOUS RATES OF PAY UNDER COALITION CONTRACT FOR 2002-2005

<table>
<thead>
<tr>
<th></th>
<th>Rate Per:</th>
<th>2002-03</th>
<th>2003-04</th>
<th>2004-05</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part-Time Lecturer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level I &lt; 18 credit hours</td>
<td>workload credit</td>
<td>$996</td>
<td>$1,046</td>
<td>$1,098</td>
</tr>
<tr>
<td>Level II &gt; 18 credit hours</td>
<td>workload credit</td>
<td>$1,073</td>
<td>$1,127</td>
<td>$1,183</td>
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<tr>
<td><strong>Part-Time EA (&lt; 20 hours)</strong></td>
<td></td>
<td>$16.08</td>
<td>$16.88</td>
<td>$17.72</td>
</tr>
<tr>
<td>Associates</td>
<td>Hour</td>
<td>$18.61</td>
<td>$19.54</td>
<td>$20.52</td>
</tr>
<tr>
<td>Bachelors</td>
<td>Hour</td>
<td>$22.30</td>
<td>$23.42</td>
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<tr>
<td>Masters</td>
<td>Hour</td>
<td>$27.57</td>
<td>$28.95</td>
<td>$30.40</td>
</tr>
<tr>
<td>Masters + 4</td>
<td>Hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Part-Time Nursing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-3 years at college</td>
<td>Hour</td>
<td>$36.30</td>
<td>$38.12</td>
<td>$40.03</td>
</tr>
<tr>
<td>&gt; 3 years at college</td>
<td>Hour</td>
<td>$40.30</td>
<td>$42.32</td>
<td>$44.44</td>
</tr>
<tr>
<td>PTL with Clinical component</td>
<td>Course</td>
<td>$7,384</td>
<td>$7,753</td>
<td>$8,141</td>
</tr>
<tr>
<td><strong>Nursing/Dental Course Leader</strong></td>
<td>Semester</td>
<td>$2,305</td>
<td>$2,420</td>
<td>$2,541</td>
</tr>
<tr>
<td>Program Coordinators (cash)</td>
<td>release or cash per PC Level I, II, or III</td>
<td>$3,219</td>
<td>$3,380</td>
<td>$3,549</td>
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<tr>
<td><strong>Department Chairs (cash)</strong></td>
<td></td>
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</tr>
<tr>
<td>Department Chair &lt;17</td>
<td>FTE</td>
<td>$130</td>
<td>$137</td>
<td>$143</td>
</tr>
<tr>
<td>Department Chair &gt;17</td>
<td>FTE</td>
<td>$332</td>
<td>$349</td>
<td>$366</td>
</tr>
<tr>
<td>Summer Call in</td>
<td>Per diem</td>
<td>$274</td>
<td>$288</td>
<td>$302</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(summer 03)</td>
<td>(summer 04)</td>
<td>(summer 05)</td>
</tr>
</tbody>
</table>

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9 Increases in 2003-04 and 2004-05 have been deferred. See Congress and AFSCME wage concession agreements at Appendix E.
### MISCELLANEOUS RATES OF PAY UNDER COALITION CONTRACT FOR 2002-2005

#### 2002-03

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Director (annual)</td>
<td>$8,048-10,804</td>
<td>$8,450</td>
<td>$9,173</td>
<td>$9,896</td>
<td>$10,619</td>
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<tr>
<td>Coach (major) (season)</td>
<td>$5,513-7,501</td>
<td>$5,789</td>
<td>$6,311</td>
<td>$6,833</td>
<td>$7,355</td>
</tr>
<tr>
<td>Asst. Coach (major) (season)</td>
<td>$3,308-4,412</td>
<td>$3,473</td>
<td>$3,763</td>
<td>$4,053</td>
<td>$4,343</td>
</tr>
<tr>
<td>Coach (minor) (season)</td>
<td>$2,205-2,909</td>
<td>$2,315</td>
<td>$2,500</td>
<td>$2,685</td>
<td>$2,870</td>
</tr>
<tr>
<td>Asst. Coach (minor) (season)</td>
<td>$1,103-1,455</td>
<td>$1,158</td>
<td>$1,250</td>
<td>$1,342</td>
<td>$1,434</td>
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</table>

#### 2003-04

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Athletic Director</td>
<td>$8,873</td>
<td>$9,632</td>
<td>$10,391</td>
<td>$11,150</td>
<td>$11,909</td>
</tr>
<tr>
<td>Coach (major)</td>
<td>$6,078</td>
<td>$6,676</td>
<td>$7,174</td>
<td>$7,722</td>
<td>$8,270</td>
</tr>
<tr>
<td>Asst. Coach (major)</td>
<td>$3,647</td>
<td>$3,952</td>
<td>$4,357</td>
<td>$4,562</td>
<td>$4,867</td>
</tr>
<tr>
<td>Coach (minor)</td>
<td>$2,431</td>
<td>$2,625</td>
<td>$2,819</td>
<td>$3,016</td>
<td>$3,210</td>
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<tr>
<td>Asst. Coach (minor)</td>
<td>$1,216</td>
<td>$1,313</td>
<td>$1,410</td>
<td>$1,507</td>
<td>$1,604</td>
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</table>

#### 2004-05

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Director</td>
<td>$9,317</td>
<td>$10,114</td>
<td>$10,911</td>
<td>$11,708</td>
<td>$12,505</td>
</tr>
<tr>
<td>Coach (major)</td>
<td>$6,382</td>
<td>$6,957</td>
<td>$7,532</td>
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<td>$8,682</td>
</tr>
<tr>
<td>Asst. Coach (major)</td>
<td>$3,829</td>
<td>$3,149</td>
<td>$4,469</td>
<td>$4,789</td>
<td>$5,109</td>
</tr>
<tr>
<td>Coach (minor)</td>
<td>$2,553</td>
<td>$2,757</td>
<td>$2,960</td>
<td>$3,165</td>
<td>$3,369</td>
</tr>
<tr>
<td>Asst. Coach (minor)</td>
<td>$1,277</td>
<td>$1,379</td>
<td>$1,481</td>
<td>$1,582</td>
<td>$1,685</td>
</tr>
</tbody>
</table>
APPENDIX A
RIGHTS OF AFSCME

Section 1. Union Leave

A. Release Time.
Reasonable release time for attending bargaining sessions shall be given to the permanent members of the Union’s bargaining committee.

Reasonable release time shall be given to the aggrieved employee(s) and/or campus representative at each college for the purpose of attending meetings with the employer under Level One of the grievance procedure. Reasonable release time shall be given to the aggrieved employee(s) and/or the Union’s chairman (or designee) for the purpose of attending meetings with the employer under Level Two of the grievance procedure.

B. Attendance at Conventions.
Upon twenty-one (21) days notice to the Board, one (1) Union delegate to the Annual State Labor Council Convention shall be given three (3) days’ release time to attend such convention.

Upon twenty-one (21) days’ notice to the Board, one (1) Union delegate to the biennial International A.F.S.C.M.E. Convention shall be given five (5) days’ release time to attend such convention.

Except in exceptional circumstances, three (3) working days’ prior written notice shall be given to the appropriate management representative when released time is to be utilized. Said notice should include a method of contacting the individual.

Section 2. Meetings of the Board

For each regular or special public meeting of the Board of Trustees, a copy of the agenda will be mailed to the President of the Union at the same time it is mailed to members of the Board. In addition, a copy will be made available to each library by the college President’s office, preferably within a day of receipt. Should the Union wish to have a specific matter placed on the agenda of a Board meeting, the President of the Union shall request such of the Board of Trustees. The Chancellor shall provide the President of the Union with written notification of the Board’s disposition of the request no later than seven (7) calendar days after receipt of such request. The President of the Union or his/her designee may request the privilege of speaking at Board meetings in accordance with Board bylaws and rules as they may be amended. The Board shall also provide to the President of the Union a copy of the official minutes of its meetings.
RIGHTS OF THE CONGRESS

Section 1. Use of Facilities

The Congress and its duly authorized representatives shall be permitted to confer and transact official Congress business on college property and to use college facilities for meetings and other official business, subject to standard and reasonable rules established by the Board and provided that there is no interference with the instructional program and other operations of the college or the duties of staff members as employees.

No charge shall be made for use of facilities by the Congress provided that there is no cost to the college for such usage. If costs are incurred, they will be borne by the Congress.

The use of facilities does not include the use of equipment, machines, materials, supplies or similar items, or personal services. The foregoing notwithstanding, copy machines, if such are available at the college, may be used for local chapter purposes only.

The Congress may use the college internal mail service and professional staff mail boxes for purposes of communication, subject to the establishment by the President of standard procedures for general distribution. The Congress may post dated official notices and communications on suitable bulletin boards designated by the President of the college. The Congress will establish and publicize to unit members a toll-free telephone number for use when it is needed for union business.

Section 2. Chapter Meetings

The Congress shall have the right to schedule one (1) regular and one (1) emergency Congress chapter meeting per month during normal operating hours at a college at times mutually agreeable to the college President and the union. Subject to the operating needs of the college, non-teaching professional staff members shall be allowed to rearrange their schedules to attend such meetings provided, however, that the revised work schedule be approved by the appropriate management representative. Individuals shall not be required to reschedule mutually agreed upon time periods spent in such meetings provided that their work responsibilities are fulfilled. Teaching obligations take precedence over attendance at such meetings. Normal college procedures will be followed in scheduling available space.

Section 3. Congress Activity

A. Leaves of Absence for Union Assignments.

The Board of Trustees may grant leaves of absence without pay in accordance with the provisions of Article XIX, Section 1 of this Agreement to permit Congress assignees to pursue assigned union tasks. Such leaves of absence may be full or part-time, but in total may not exceed two full-time equivalent assignments per fiscal year for the System. Upon return from such leave, the employees shall have the right to purchase back retirement credits for the
period of the leave, provided that the employee or the union shall pay the State’s contribution for the period of the leave.

The person seeking the leave will apply to the college President. The President will in turn forward the request to the Board, with a statement which indicates the effect of the leave on educational offerings and/or college services to students and includes a recommendation. Such a request must be made three (3) months prior to the opening of a semester and shall not be unreasonably denied.

B. Released Time for Union Business.

The Board of Trustees shall grant released time, equivalent to fourteen (14) hours per week for non-teaching professionals per year, to union officials for the purposes of (1) investigating and processing grievances; (2) meeting with the Board or its representatives to discuss implementation of this Agreement; (3) conducting other union responsibilities related to collective bargaining and contract administration. The released time will be assigned on a semi-annual basis by the Congress, subject to the following: (1) the Board reserves the right to approve said selection on the basis of the impact of the leave on the college, provided that said approval shall not be unreasonably denied; (2) the Board will be advised of individuals so designated; (3) released time must be utilized in a manner which is least disruptive of the individual’s professional responsibilities and college operations; (4) to this end, prior notice must be given to the appropriate management representative when released time is to be utilized. No non-teaching professional shall receive more than seven (7) hours’ release per week.

C. Contract Administration Training/Attendance at Conventions.

Congress delegates to contract administration training/union conventions shall have a combined total of twenty-four (24) working days’ leave with pay per year, to be distributed by the Congress, to attend said meetings upon thirty (30) calendar days’ notice to the President of the appropriate college.

Section 4. Meetings of the Board

Such meetings of the Board or its committees which are public meetings according to law are open to any representative of the Congress. For each such regular or special public meeting, a copy of the agenda will be mailed to the President of the Congress 48 hours after it has been mailed to the Board. Included with the agenda will be reports that are related to agenda items, provided that such reports are public information and have been provided to the Board members.

The President of the Congress or his/her designee shall be accorded the privilege of speaking at Board meetings in accordance with Board policy on oral presentations at meetings.

Should the Congress wish to have an item placed on the agenda of a Board meeting, the President of the Congress shall request such in writing of the Chancellor at least three (3) weeks in advance. The Chancellor shall notify the President of the Congress of the Board’s disposition of the request. Bargaining unit members have the right to attend meetings of
the Board or its committees to the extent provided by law or Board policy. If any right exists under law or Board policy for unit members to participate in such meetings, that right shall be accorded to unit members.

Section 5. Position Openings

The Board shall advise the Congress of all full-time openings in professional positions at any college or at the System Office.

Section 6. Notice to Chapter Chairs of New Bargaining Unit Hires

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

APPENDIX B
UNION SECURITY AND PAYROLL DEDUCTIONS (AFSCME)

Section 1. Membership

During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the union.

Section 2. Deduction of Union Dues

Union dues shall be deducted by the employer biweekly from the paycheck of each employee who signs and remits to the employer a form authorizing said deduction.

The amount deducted shall be in an amount certified in writing by the treasurer of Local 2480 as the regular monthly dues. The amount deducted shall be remitted to the treasurer together with a list of employees and the amount being remitted.

Any changes in the amount of union dues to be deducted shall be effective as soon as practicable, but in no event sooner than twenty-eight (28) days after receipt by the employer’s designee of written notice of changes.

Deductions of union dues shall be discontinued upon written request of an employee thirty (30) days in advance.

No payroll deduction of union dues shall be made for any payroll period in which earnings received are insufficient to cover the amount of such deduction, nor shall such deductions be retroactive.
Section 3. **Agency Service Fee**

The parties acknowledge that, in accordance with Sections 5-270 to 5-280 of the Connecticut General Statutes, each employee represented by AFSCME, whether or not a member of AFSCME, shall as a condition of continued employment tender to the union an amount equal to the regular dues, fees and assessments authorized and collected from its membership.

Section 4. **Indemnification**

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

**DEDUCTION OF DUES AND SERVICE FEES (CONGRESS)**

Section 1. **Dues**

Upon receipt of a professional staff member’s written authorization, the Board shall deduct from that staff member’s salary each pay period such Congress dues as have been duly established pursuant to the constitution of and certified by the Congress, and remit same promptly to the Congress, together with a list of the names of members from whose salaries such deductions were made.

Section 2. **Service Fees**

Professional staff members who are not members of the Congress shall be required as a condition of continued employment to pay a service fee to the Congress each month equal to the regular Congress dues. The Board shall deduct this service fee from such professional staff member’s salary each pay period and remit same promptly to the Congress, together with a list of the names of professional staff members from whose salary such deductions were made, unless the professional staff member has arranged another method of payment with the Congress and has so informed the college.

Notwithstanding the foregoing paragraph, objecting agency fee payers shall not be required to contribute to ideological or political activities of the union which are not germane to the Congress’ collective bargaining obligations or its obligations to advance or protect the interests of those employees whom the Congress represents in appropriate legislative, administrative or legal forums. In order to ensure the rights of all individuals, the parties agree to the following procedures for agency fee payers.
On or before November 15 of each year, the Congress shall provide to each agency fee payer in the unit, a written statement of the major categories of union expenditures during the Congress’ preceding fiscal year verified by an independent auditor. Said statement shall identify Congress expenditures with sufficient specificity to permit an agency fee payer to object to a category or categories of expenditures which the agency fee payer reasonably believes is for an objectionable ideological or political purpose under this Section.

Any such objecting agency fee payer shall file such objections in writing with the Congress on or before December 15 each year setting forth the nature of such objection or objections and the amount of agency fee which such non-member believes is the proper amount under the provisions of this Section.

The Congress, upon receipt of any such written objection, shall notify all agency fee payers of such objection as well as the date that a hearing shall be held by the Congress’ Executive Board to consider such objection. The hearing and subsequent written decision of the Congress’ Executive Board shall be completed no later than January 15 of each year. In the event that proceedings before the Congress’ Executive Board do not resolve the objection, an objecting agency fee payer shall have a further right of appeal to the State Board of Mediation and Arbitration. Said appeal shall be filed by an objecting agency fee payer within fifteen (15) days of receipt of the Congress’ Executive Board decision and shall be in the form of a letter to the State Board of Mediation and Arbitration setting forth the nature of the objections to the Executive Board decision. While the objection or objections filed by an agency fee payer are pending, the Congress shall place in escrow the amounts of the agency fee payer’s payments which are reasonably in dispute, with such amounts verified by an independent auditor. Upon receipt of said appeal or appeals, the State Board of Mediation and Arbitration shall select from its public members an arbitrator to hear the appeal or appeals in an expedited manner. The decision of the arbitrator shall be rendered within thirty (30) days of the close of the arbitration hearing and shall be subject to the provisions of applicable Connecticut statutes dealing with arbitration awards. Each party shall bear the cost of any attorney retained to represent their interests in the arbitration proceeding but the cost of the arbitrator’s fees and expenses shall be paid by the Congress. When an award or decision is final, the amount established for the agency fee shall remain in effect for the contract year to which it applied.

Section 3. Calculation/Payment Schedule

Said dues or fees shall be paid bi-weekly for the life of this Agreement and, in the event of any time lapse in the above arrangements on the part of the employer, shall be deducted and paid retroactively to the Congress.

The employer shall annually electronically transmit to the Congress a run-off of each member represented by the Congress, alphabetized by college, to include each employee’s name, classification, gross salary and bi-weekly dues deduction (to be calculated by multiplying salary by the appropriate percentage dues rate).

The Congress assumes the responsibility for reimbursing employees whom it represents, upon their request, in the amount of any overpayment of Congress dues or service
fees which they may have made due to an incorrect deduction of such dues or fees from their salaries by the employer’s agent who is responsible for said deduction.

Section 4. Rebate

It is understood that the provisions of this Article are subject to the requirements of law. The Congress agrees to indemnify and save the Board harmless from any claims arising out of or resulting from any deduction from wages made under this Article. In the event any agency or court of competent jurisdiction orders the employer to rebate to employees the service fee or any portion thereof deducted pursuant to Section 2, the union agrees to hold the employer harmless for said deduction by returning the agency fee which has been deducted for the period involved, provided that this provision shall not take effect until any appeal has been exhausted.

Section 5. Summer Salaries

Dues and service fees shall be deducted from the payment of the summer-session salary at the rate of one (1) percent.

Section 6. Payroll Deduction

Pursuant to Section 5-260a of the Connecticut General Statutes, upon receipt of a professional staff member’s written request, the employer shall deduct from that staff member’s salary each pay period the requested payments to the Congress’ Political Action Committee and remit same promptly to the Congress, together with a list of the names of individuals from whose salaries such deductions were made.

APPENDIX C

MISCELLANEOUS SALARY AND FUNDING PROVISIONS (AFSCME)

(1) Promotion. In 2002-03, promotions shall be funded from existing contract resources. One-tenth of one percent (.1%) of the base payroll for the Congress, AFSCME and Federation bargaining units shall be disbursed in accordance with the Memorandum of Agreement re: .1% between the Federation and the Board. In 2003-04 and 2004-05, there shall be allocated five tenths of one percent (0.5%) of the total annual salaries of the bargaining unit for promotion, change in duties, and grievance adjustments.

(2) Sabbaticals. In 2002-03, $2,754 shall be allocated for sabbaticals; in 2003-04, $2,892 shall be allocated for sabbaticals; in 2004-05, $3,037 shall be allocated for sabbaticals.

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10 Effective dates of increases referenced here have been adjusted. See Memorandums of Agreement re: Concessions at Appendix E.
(3) Retraining. In 2002-03, $4,131 shall be allocated for retraining; in 2003-04, $4,338 shall be allocated for retraining; in 2004-05, $4,555 shall be allocated for retraining. (See side letter Re: Retraining.)

(4) Professional Development. In 2002-03, $13,772 shall be allocated for professional development; in 2003-04, $14,461 shall be allocated for professional development; in 2004-05, $15,184 shall be allocated for professional development.

(5) Computer/Information Literacy. In 2002-03, $4,131 shall be allocated for improving computer/information literacy; in 2003-04, $4,338 shall be allocated for improving computer/information literacy; in 2004-05, $4,555 shall be allocated for improving computer/information literacy. (See side letter Re: Computer Literacy.)

(6) Minority Fellowship Program. In 2002-03, $5,508 shall be allocated for the Minority Fellowship Program; in 2003-04, $5,783 shall be allocated for the Minority Fellowship Program; in 2004-05, $6,072 shall be allocated for the Minority Fellowship Program. (See side letter Re: Minority Fellowship Program.)

(7) Harmonization. In 2003-2004, there shall be a pool of $400,000 to be used in connection with the effort by the Board, the Congress, AFSCME and the Federation, to harmonize the working conditions of similarly situated employees regardless of the identity of their bargaining representative or the discipline in which they teach. These funds shall be directed in particular to harmonizing workloads within clinical disciplines. In 2004-2005, there shall be a pool of $420,000 to be used in connection with the parties’ effort to harmonize the working conditions of similarly situated employees regardless of the identity of their bargaining representative or the discipline in which they teach. These funds shall be directed in particular to harmonizing workloads in the arts and in culinary arts. The manner in which the Board, the Congress, AFSCME and the Federation use the funds to harmonize these workloads shall be subject to further negotiations and, if necessary, interest arbitration.

**MISCELLANEOUS SALARY AND FUNDING PROVISIONS (CONGRESS)**

A. Other Allocations

   (1) **Promotion.** In 2002-03, promotions shall be funded from existing contract resources. One-tenth of one percent (.1%) of the base payroll for the Congress, AFSCME and Federation bargaining units shall be disbursed in accordance with the Memorandum of Agreement re: .1% between the Federation and the Board. In 2003-04 and 2004-05, there shall be allocated five tenths of one percent (0.5%) of the total annual salaries of the bargaining unit for promotion, change in duties, and grievance adjustments.

   (2) **Sabbaticals.** In 2002-03, $55,125 shall be allocated for sabbaticals; in 2003-04, $57,881 shall be allocated for sabbaticals; in 2004-05, $60,775 shall be allocated for sabbaticals.
(3) **Retraining.** In 2002-03, $82,688 shall be allocated for retraining; in 2003-04, $86,822 shall be allocated for retraining; in 2004-05, $91,163 shall be allocated for retraining. See side letter Re: Retraining. In each year of the Agreement, unspent retraining dollars shall be allocated for professional development.

(4) **Professional Development.** In 2002-03, $275,625 shall be allocated for professional development; in 2003-04, $289,406 shall be allocated for professional development; in 2004-05, $303,876 shall be allocated for professional development.

(5) **Computer/Information Literacy.** In 2002-03, $82,688 shall be allocated for improving computer/information literacy; in 2003-04, $86,822 shall be allocated for improving computer/information literacy; in 2004-05, $91,163 shall be allocated for improving computer/information literacy. See side letter Re: Computer Literacy.

(6) **Minority Fellowship Program.** In 2002-03, $110,250 shall be allocated for the Minority Fellowship Program; in 2003-04, $115,763 shall be allocated for the Minority Fellowship Program; in 2004-05, $121,551 shall be allocated for the Minority Fellowship Program. (See side letter Re: Minority Fellowship Program.)

(7) **Harmonization.** In 2003-2004, there shall be a pool of $400,000 to be used in connection with the effort by the Board, the Congress, AFSCME and the Federation, to harmonize the working conditions of similarly situated employees regardless of the identity of their bargaining representative or the discipline in which they teach. These funds shall be directed in particular to harmonizing workloads within clinical disciplines. In 2004-2005, there shall be a pool of $420,000 to be used in connection with the parties’ effort to harmonize the working conditions of similarly situated employees regardless of the identity of their bargaining representative or the discipline in which they teach. These funds shall be directed in particular to harmonizing workloads in the arts and in culinary arts. The manner in which the Board, the Congress, AFSCME and the Federation use the funds to harmonize these workloads shall be subject to further negotiations and, if necessary, interest arbitration.

B. **Coextensive Funding**

The funding set out in A, above, is coextensive with the funding provisions of the Agreement between the Board and the Congress and does not imply that any new funding is required.

**APPENDIX D**

**PROCEDURES FOR ADMINISTRATION**

The intent of these procedures is to promote effective and consistent interpretation and implementation of the Collective Bargaining Agreement, while maintaining the integrity and autonomy of the Congress and AFSCME with respect to their representation of unit employees.
I. UNION REPRESENTATION

The Board will deal with AFSCME or the Congress, as appropriate, with respect to the wages, benefits, and working conditions of each unit member, consistent with the Collective Bargaining Agreement and these Procedures for Administration.

II. GRIEVANCES

A. The Congress and AFSCME each will be separately responsible for grievances involving members of the unit which it represents. The Board will deal with the appropriate representative from the Congress or AFSCME, subject to the provisions of Article VII of this Agreement.

B. Where the Board believes that either AFSCME or the Congress is taking a position in the grievance procedure which is inconsistent with a position previously or currently taken by the other, it will so indicate to both entities. AFSCME and the Congress will then confer to determine if any modification is necessary to maintain a consistent position.

C. Grievances which do not involve contested issues of contract interpretation shall be solely the responsibility of AFSCME or the Congress according to whose member(s) brought the grievance.

III. ARBITRATION

A. All arbitration decisions shall be equally binding on the Union and the Board.

B. No issue involving contested issues of contract interpretation shall be arbitrated without notice to and consent by both AFSCME and the Congress.

IV. GENERAL INTERPRETATION

A. AFSCME and the Congress shall take consistent positions with respect to issues of contract interpretation, if any, which may arise outside the context of the grievance procedure.

B. Where the Board believes that either AFSCME or the Congress is taking a position outside the grievance procedure which is inconsistent with a position previously or currently taken by the other, it will so indicate to both. AFSCME and the Congress will then confer to determine if any modification is necessary to maintain a consistent position.
APPENDIX E
MEMORANDUM OF AGREEMENT RE: WAGE CONCESSIONS (CONGRESS)

In order to help resolve the budget shortfall that currently affects the State of Connecticut in general, and the Community College System in particular, the Board of Trustees of Community-Technical Colleges (“the Board”) and the Congress of Connecticut Community Colleges (“the Congress”) have agreed to amend their 2002-05 collective bargaining agreement, as follows:

1. WAGES
   a. As used in this agreement, “wages” refers to direct wages and wage-like funds (Accounts nos. A802, A804, A812, A813C and A820C) provided in the collective bargaining agreement; and increases to funding of non-wage accounts.
   b. For the remainder of fiscal year 2003, there will be no change in the existing agreement.
   c. In fiscal year 2004, wages will be frozen at the 2003 level. However, the parties agree that lump sum dollars mutually identified in contract accounts will be used to implement the change in faculty workload ratio for clinical disciplines.
   d. In fiscal year 2005, increases to wages previously agreed upon for fiscal year 2004 will take effect. Again, the parties agree that lump sum dollars mutually identified in contract accounts will be used to implement the change in faculty workload ratio in the arts and culinary arts.
   e. In fiscal year 2006, increases to wages previously agreed upon for fiscal year 2005 will take effect.
   f. The agreement will be extended through June 30, 2007, and will be subject to a reopener for wages in the final year.

2. EMPLOYEES WHO HAVE RECEIVED NOTICE OF TERMINATION FOR ECONOMIC REASONS
   The parties recognize their mutual interest in maintaining high quality services to students and the public. To that end, the parties have agreed on the importance of the preservation of employment of members of the principal bargaining unit through a process of placement of unit members who have received layoff notices, into positions that may be filled as a result of the Early Retirement Incentive Program (ERIP).
   a. Unit members so affected will receive first consideration for appointment to positions that may be filled as a result of the ERIP.
   b. Retraining dollars will be offered to assist unit members in the transition to new positions.
   c. It is understood that placement at the current college of employment is the desired outcome. Should it be necessary, however, the Chancellor will facilitate placement at another college within the System.
   d. It is recognized that the extent to which placement can be effected is dependent upon the final system budget and the willingness of the bargaining unit member to assume new responsibilities and the obligation of retraining that may be attendant.
   e. In the event that there has been no offer of placement or the proposed placement is unreasonable, the matter will be referred to a joint labor management committee which will review the matter and make a recommendation to the
Chancellor, whose decision shall be final. Employment will be continued until the Chancellor has made a decision.

3. **JOB SECURITY**
   a. There shall be no new economic layoffs for the duration of this Agreement. This limitation may not be read to preclude layoffs necessitated by consolidation and/or elimination of programs enacted by the General Assembly.
   b. Further, it is recognized that due to the State budget reduction, the Board is currently experiencing severe pressures to realize efficiencies which may result in the need for programmatic change. It is further recognized that such change may impact on members of the principal bargaining unit through Article XIII at a time when there are no longer positions that may be filled as a result of the 2003 ERIP. In order to address this impact, the parties have agreed to the following provisions:
      i. The Board will make every effort to avoid personnel reductions by reassigning qualified employees from areas of diminished need to areas that require additional staffing;
      ii. Unit members affected by programmatic change will receive first consideration for appointment to vacant positions, first at their current college of employment and, if that is not possible, at another college within the System. The Chancellor will make every effort to facilitate placements.
      iii. Retraining dollars will be offered to assist unit members in the transition to new positions.
      iv. In the event that there has been no offer of placement or the proposed placement is unreasonable, the matter will be referred to a joint labor-management committee which will review the matter and make a recommendation to the Chancellor, whose decision shall be final. Employment will be continued until the Chancellor has made a decision.

4. **CHANGED ASSIGNMENTS**
   The following terms shall be applicable to principal bargaining unit members who have been assigned to different positions as a result of paragraphs 2 or 3 of this Agreement:
   a. Tenured employees shall maintain their tenure unless there is a change in classification from ACL to faculty or the reverse, or they are assigned to a different college in a different job function.
   b. For those employees changing classification as indicated in a. above, there shall be a trial period which shall continue for 18 months from the date of the change in assignment;
   c. Up to two evaluations shall be conducted during the trial period;
   d. Prior to the expiration of the trial period, the employer shall determine whether the employee has performed satisfactorily to the reasonable expectation of the employer. If during the trial period, the employer determines that the experience was unsatisfactory as set out in (c) above, the employer shall so inform the bargaining unit member in writing. The exclusive remedy for such member shall lie in an expedited arbitration process, wherein the standard of review shall be:
whether the employee performed satisfactorily to the reasonable expectation of the employer. In any such arbitration, review of performance evaluations shall be subject to the standards existing in the collective bargaining agreement, including the limitations on the arbitrator set out in Article VII, Section 4C.
e. If the employee prevails at arbitration, the employer must determine whether there is another suitable position available.
f. The decision of the employer that there is no other suitable position available shall be subject to review by a labor-management committee which shall make a recommendation to the Chancellor. The Chancellor’s decision shall be final.
g. If no suitable position is available, the employee shall be laid off. A six-month notice period shall apply and shall run from the date of notice that there is no other suitable position available.

5. NATURE OF AGREEMENT
a. This Agreement fully meets the obligations of the parties under Article XIII of the collective bargaining agreement with respect to principal bargaining unit members who received or who may receive notices of layoff during the contract term.
b. The parties acknowledge that this is a special agreement that provides enhanced protections for principal bargaining unit members. Accordingly, the remedies here are the exclusive contractual remedy with respect to Article XIII.

6. CLOSING PROVISIONS
a. The provisions of this Agreement supersede the provisions of the 2002-2005 collective bargaining agreement between the Board and the Congress only as specified herein.
b. This Agreement is subject to approval by the Board, the Congress and the General Assembly.
c. This Agreement shall have no value as precedent and may not be asserted in any future negotiation or related proceeding between the parties.

MEMORANDUM OF AGREEMENT RE: WAGE CONCESSIONS (AFSCME)

In order to help resolve the budget shortfall that currently affects the State of Connecticut in general, and the Community College System in particular, the Board of Trustees of Community-Technical Colleges (“the Board”) and the American Federation of State, County and Municipal Employees, Local 2480 (“AFSCME”) have agreed to amend their 2002-05 collective bargaining agreement, as follows:

1. WAGES
a. As used in this agreement, “wages” refers to direct wages and wage-like funds (Accounts nos., A831, A832 and A834C) provided in the collective bargaining agreement; and increases to funding of non-wage accounts.
b. For the remainder of fiscal year 2003, there will be no change in the existing agreement.
c. In fiscal year 2004, wages will be frozen at the 2003 level.
d. In fiscal year 2005, increases to wages previously agreed upon for fiscal year 2004 will take effect.
e. In fiscal year 2006, increases to wages previously agreed upon for fiscal year 2005 will take effect.
f. The agreement will be extended through June 30, 2007, and will be subject to a reopener for wages in the final year.

2. JOB SECURITY
   a. There shall be no new economic layoffs for the duration of this Agreement. This limitation may not be read to preclude layoffs necessitated by consolidation and/or elimination of programs enacted by the General Assembly.
b. Further, it is recognized that due to the State budget reduction, the Board is currently experiencing severe pressures to realize efficiencies which may result in the need for programmatic change. It is further recognized that such change may impact on AFSCME members through Article XIII at a time when there are no longer positions that may be filled as a result of the 2003 ERIP. In order to address this impact, the parties have agreed to the following provisions:
      i. The Board will make every effort to avoid personnel reductions by reassigning qualified employees from areas of diminished need to areas that require additional staffing;
      ii. Unit members affected by programmatic change will receive first consideration for appointment to vacant positions, first at their current college of employment and, if that is not possible, at another college within the System. The Chancellor will make every effort to facilitate placements.
      iii. Retraining dollars will be offered to assist unit members in the transition to new positions.
      iv. In the event that there has been no offer of placement or the proposed placement is unreasonable, the matter will be referred to a joint labor-management committee which will review the matter and make a recommendation to the Chancellor, whose decision shall be final. Employment will be continued until the Chancellor has made a decision.

3. CHANGED ASSIGNMENTS
   The following terms shall be applicable to AFSCME bargaining unit members who have been assigned to different positions as a result of paragraph 2 of this Agreement:
   a. Tenured employees shall maintain their tenure unless there is a change in classification from ACL to faculty or the reverse, or they are assigned to a different college in a different job function.
   b. For those employees changing classification as indicated in a. above, there shall be a trial period which shall continue for 18 months from the date of the change in assignment;
   c. Up to two evaluations shall be conducted during the trial period;
d. Prior to the expiration of the trial period, the employer shall determine whether the employee has performed satisfactorily to the reasonable expectation of the employer. If during the trial period, the employer determines that the experience was unsatisfactory as set out in (c) above, the employer shall so inform the bargaining unit member in writing. The exclusive remedy for such member shall lie in an expedited arbitration process, wherein the standard of review shall be: whether the employee performed satisfactorily to the reasonable expectation of the employer. In any such arbitration, review of performance evaluations shall be subject to the standards existing in the collective bargaining agreement, including the limitations on the arbitrator set out in Article VII, Section 4C.
e. If the employee prevails at arbitration, the employer must determine whether there is another suitable position available.
f. The decision of the employer that there is no other suitable position available shall be subject to review by a labor-management committee which shall make a recommendation to the Chancellor. The Chancellor’s decision shall be final.
g. If no suitable position is available, the employee shall be laid off. A six-month notice period shall apply and shall run from the date of notice that there is no other suitable position available.

4. NATURE OF AGREEMENT
   a. This Agreement fully meets the obligations of the parties under Article XIII of the collective bargaining agreement with respect to AFSCME bargaining unit members who received or who may receive notices of layoff during the contract term. This Agreement has no application to bargaining unit members on special appointment.
   b. The parties acknowledge that this is a special agreement that provides enhanced protections for bargaining unit members. Accordingly, the remedies here are the exclusive contractual remedy with respect to Article XIII.

5. CLOSING PROVISIONS
   a. The provisions of this Agreement supersede the provisions of the 2002-2005 collective bargaining agreement between the Board and AFSCME only as specified herein.
   b. This Agreement is subject to approval by the Board, AFSCME and the General Assembly.
   c. This Agreement shall have no value as precedent and may not be asserted in any future negotiation or related proceeding between the parties.

SUPPLEMENTAL LETTERS OF AGREEMENT

RE: POSITION VACANCIES

The System Office will continue or initiate the following practices:
1. Notice of full-time position vacancies within the unit will be provided to the union. The notices will provide a general description of the duties, minimum qualifications and starting salary.

2. The practice of posting and advertising most position vacancies for thirty days will be continued. The System Office will make a special effort to ensure posting at each college.

3. To the extent possible, consistent with Section 46a-68-41 of the Regulations of State Agencies, the Board will encourage that consideration be given to candidates from within the System for position vacancies at a college. The Board will require that at least three qualified candidates from within the System receive a preliminary interview. In addition, it shall be understood that qualified part-time employees in any of the three bargaining units may be included among the required three internal candidates eligible for interview in connection with the filling of a full-time position vacancy.

4. The Chancellor will, from time-to-time, issue general search procedure guidelines for full-time bargaining unit positions.

5. Except where special considerations such as upward mobility obtain, the colleges will post temporary vacancies internally for at least five working days prior to advertising publicly. Consideration will be given to internal applicants, with particular reference to those with experience and skills within the area. If an internal candidate is chosen to fill a higher-rated position, she/he will be paid the minimum salary for the higher grade or receive a one-step salary increase, whichever is greater, but not to exceed the top step of the grade.

This letter is provided for informational purposes only, with the understanding that it is not subject to grievance and arbitration and does not limit Article III of the Agreement.

**RE: GRADE PLACEMENT**

This memorandum sets forth the understanding of the parties with respect to the placement of unit members who work twenty or more hours per week and are other than teaching faculty.

1. The parties acknowledge that it is the present intent of the Board of Trustees to continue the classification structure recommended by Norman D. Willis and Associates. If the classification structure is discontinued, the employer will meet its obligation to bargain with respect to the compensation of new classifications.

2. So long as the employer continues the Willis classification structure, the following considerations shall apply:

   a) Unit members who work twenty or more hours per week will be classified by the employer in the grades recommended by Willis.
b) The employer will provide the union with a copy of its guidelines for position placement.

c) When position placement is based on ratings by System Office staff, the position will be referred to the Rating Committee to be rated. The committee will meet at least once each year. This shall not preclude more frequent meetings where there are sufficient bona fide issues which are to be referred to the Rating Committee. The final decision will be made by the Chancellor or his/her designee and a copy will be provided to the union.

d) The parties recognize that it is difficult to properly evaluate the placement of new positions without sufficient job content information. Accordingly, it is agreed that such positions shall not be referred to the Rating Committee until the incumbent has worked for at least six months in the position. If the position is reclassified as the result of the evaluation, the additional cost shall be borne by the Board on a prospective basis only. Prospective shall mean no more than 45 calendar days after the final results from the Rating Committee. It is contemplated that the committee’s work will commence by March 1.

3. Unit members who are appointed to the Rating Committee may not disclose information gained during the rating process, nor may they act as advocates or appear as witnesses in any legal or administrative proceeding, arbitration or fact-finding involving classification and compensation of unit members.

4. Whenever the employer implements changes in job descriptions or changes in assigned duties for non-teaching professionals who work twenty or more hours per week, the union but not any employee may submit views, data and information on the question of whether or not a change in duties requires a change in the grade.

The employer shall consider whether the change in job duties is sufficiently substantial to have the effect of changing the position placement. Where position placement is based on ratings of staff or where position placement is to a lower grade, the position or classification will be referred to the Rating Committee to be rated. The final decision will be made by the Chancellor or his/her designee and a copy will be provided to the union.

If the Board discontinues the Willis job evaluation process, the Board agrees to negotiate on the question of whether or not such changes in duties require change in the level of compensation for the position(s).

Nothing herein shall prevent the Union from raising classification issues with the employer.

5. Effective July 1, 1985, job descriptions will be revised to reflect changes in duties which require a change of grade. The Union shall receive a copy of all job descriptions revised pursuant to this paragraph.

6. The employer shall have no obligation to effect changes in compensation beyond the extent of dollars made available in the AFSCME and Congress immediately precedent
Collective Bargaining Agreements. All the dollars involved shall be expended or carried over for expenditures in subsequent years.

7. No unit member shall have his/her annual salary reduced as a result of this memorandum of understanding.

8. The board retains the right to increase salaries of unit members, notwithstanding the provisions of this memorandum. In this regard, the Board will continue to attempt to provide funding for such changes, including reclassifications, made pursuant to this paragraph.

9. Employees who are appointed to a position which has a higher grade shall be placed at the step in the new grade which will provide an increase in annual salary at least equal to one step at the new grade, but not to exceed the top step of the new grade. This paragraph shall not be construed to limit paragraph 8.

10. The agreement between the Board and the Congress dated June 29, 1984 shall continue.

11. The provisions of this memorandum of understanding shall not be directly or indirectly subject to the grievance and arbitration provisions of the Agreement.

**RE: MINIMUM QUALIFICATIONS**

It is understood that, with respect to the Willis classifications of AFSCME incumbents, Schedule B will not serve to deprive any such incumbent of the Willis grade to which he/she would otherwise be entitled.

**RE: DAY AFTER THANKSGIVING**

The purpose of this letter is to give recognition to the interest of unit members in being able to use accrued leave time on the day after Thanksgiving. It is recognized that the decision to close the college involves a weighing of the public interest and the rights of other employees. At the same time, we recognize that it is in our mutual interest to facilitate a mechanism for providing for a reduced staffing structure or college closing on the day after Thanksgiving. To this end, it is agreed that unit members who are not scheduled to work on Friday after Thanksgiving may be scheduled to work on a holiday when the college is open.

**RE: MERIT PAY**

It is understood and agreed that Section 7 of Article XII and Section 1C of Article XXI do not constitute a waiver of the Board’s legal position that its right to provide merit recognition is not limited to lump sum payments or single increments.
RE: SABBATICALS (CONGRESS)

This memorandum records the understanding of the parties with respect to the provision of sabbatical leaves.

(1) The employer will continue its practice of allotting dollars to the colleges based on the cost and/or savings resulting from sabbaticals which are granted and utilized.

(2) Notwithstanding the provisions of Article XVII, Section 2A, the Board may provide for consideration of and grant sabbatical leaves to employees who work and have worked in the System for twenty or more hours per week for at least ten (10) years. Such sabbaticals shall be subject to the limitations of Article XVII.

RE: RETRAINING

In the course of negotiations, the parties have identified the need to foster and encourage retraining and redirection of staff competencies. While the parties recognize that it is often difficult to identify new areas of need and to anticipate areas for retrenchment, it is agreed that both unit members and management share a responsibility to be aware of and to plan for such changes. Accordingly, the parties have agreed that they shall inform all members of the professional staff through a joint letter of their commitment to provide retaining opportunities, as outlined herein.

(1) Both unit members and management are encouraged to identify potential areas for retraining. It is the expectation of the parties that either the bargaining unit member or management would suggest a retraining program for a unit member or members.

(2) The Chancellor may approve retraining programs within the limits of funds provided under the Collective Bargaining Agreement. Priority may be given to unit members in those areas or programs which may be subject to reduction or elimination.

(3) The general allocation to the colleges of dollars made available under Article XXI of the Collective Bargaining Agreement shall be by agreement between the Board and the union. In addition, on each campus there shall be a Retraining Committee composed of an equal number of management and bargaining unit representatives, the size of the committee to be determined by the college President. The committee shall publicize retraining opportunities and, where practicable, review and rank proposals in order of their merit. The committee shall submit its recommendations to the President who will forward them, with his/her recommendations, to the Chancellor, who shall make the final determination. The decision of the Chancellor shall be final.

(4) The parties intend that the dollars allocated shall be distributed.
**RE: AREAS OF IMPROVEMENT**

The statement of areas of improvement provided in Articles IX and XII is not to be regarded as a statement of reasons for failure to recommend.

**RE: GRANTS AND CONTRACTS**

In situations where the terms of a grant or contract require waiver of an economic provision of this Agreement, the Board may request and the union will sympathetically consider such request, provided that such a request for a waiver of minimum salaries for not more than one (1) year will be routinely granted.

**RE: CONTINUATION OF BARGAINING UNIT MEMBERS ON SPECIAL APPOINTMENT FOR THE 2003-04 ACADEMIC YEAR (CONGRESS)**

1. The parties recognize that Educational Assistants have an interest in employment defined as a “special appointment,” a type of appointment that generally may not be extended for more than two (2) years.

2. Due to a moratorium on hiring in non-critical positions, Educational Assistants on special appointment will not be converted to standard appointment.

3. In recognition of the budget imperative that dictates this decision, the Union agrees to waive the two-year limitation on special appointments for the next fiscal year (2003-04).

4. It is understood that this agreement does not constitute a guarantee that any individual on special appointment in 2002-03 will be continued in the next fiscal year.

5. In consideration of the union’s willingness to waive the two year limitation on special appointments, the Board hereby agrees to count up to three years full-time service on special appointment toward tenure eligibility, where the services were in substantially the same function and where performance evaluations during that time reflect above average performance.

6. This agreement shall be without precedent.

**RE: LUMP-SUM PAYMENTS**

The parties have agreed that during each year of this Agreement one-half of the “lump sum” dollars for promotions shall be available to the Board for lump-sum payments pursuant to Article XII, Section 7 and one-half of these “lump sum” dollars shall be available to the Board for educational excellence and distinguished service awards.

The Board shall consult with the Union prior to implementation of the latter awards.
RE: COMPUTER LITERACY

The parties understand that the computer literacy language of Article X, Section 1(d) shall not be interpreted as requiring faculty members and ACLs to possess each and every skill listed in those sections. Rather, it is the parties’ understanding that faculty members and ACLs should possess strong computer/information literacy skills and that they possess such skills required for the full and effective performance of their positions. To the extent that ACLs need to improve their computer/information literacy skills, the parties encourage them to engage in Professional Development activities designed to gain or strengthen such literacy skills. The parties have provided additional funds for this exclusive purpose, which may include group training, although Professional Development funds may also legitimately be used for this purpose. The parties further recognize that it is not reasonable to require employees to acquire, retain, or use computer literacy skills if they do not have regular workplace access to computer hardware and that management is responsible for provided access to the computer hardware to the extent it seeks to require or encourage the acquiring, retaining, or use of such skills.

RE: COMPUTER LITERACY- LABOR/MANAGEMENT COMMITTEE (CONGRESS)

In the interest of furthering labor-management relations, the undersigned parties hereby agree as follows:

1. For the 2002-03-contract year, each college will establish a labor-management committee, the size and composition to be determined by the president. Membership may consist of members of more than one bargaining unit at merged colleges.
2. The committee shall publicize the availability of technology training dollars and, where practicable, review and rank proposals in order of merit, for submission to the president.
3. The committee process for 2002-03 shall be considered an experiment, subject to renewal.
4. This agreement shall be without precedent and may not be asserted except to enforce its terms.

RE: ARTICLE XIII

It is understood that the modifications to Article XIII, Sections 3B and 6B concerning comparable positions are not intended to advance the positions of either party with respect to filling part-time positions or the reassignment of bargaining unit work where the duties in question were or could be performed by unit members who are targeted for layoff or who have been laid off. Accordingly, it is agreed that:

1. In any dispute regarding the matters set out herein, the language of the 1989-91 Congress contract shall be utilized; and

2. The parties will meet within 30 days of ratification to address their mutual interests in clarifying the matters in dispute. It is recognized that the Board withdrew substantive proposals in reliance on the Union’s stated willingness to meet to attempt to advance their mutual interests with respect to this issue.
RE: MINORITY FELLOWSHIP PROGRAM

Agreement made this 17th day of May 2000 by and between the Congress of Connecticut Community Colleges (“the Congress”), AFSCME Local 1303-148, Council 4 (“AFSCME”), the Federation of Technical College Teachers, AFT (“the federation”) and the Board of Trustees of Community-Technical Colleges (“the Board”) respecting the Community College System Minority Fellowship Program.

1. The parties agree that dollars contained in separate contract accounts for purposes of the Minority Fellowship Program shall be pooled for use in support of the Program, irrespective of the College or System Office location of the particular fellow, mentor or activity being funded. Expenditure of minority fellowship dollars shall be subject to agreement by all parties.

2. The parties further agree that monies set aside for the Minority Fellowship Program that have been carried forward from prior years shall be used for such program-related activities as the parties may mutually agree to support.

3. It is contemplated that there will be thirteen fellows in each appointment year, one at each college and one in the Chancellor’s Office. The parties agree that the scheme for bargaining unit placement of fellow shall be as follows:

   a. All fellows selected at nonmerged colleges shall be placed in the Congress bargaining unit;
   b. A fellow selected at Capital Community College shall be placed in the AFSCME bargaining unit;
   c. Fellows selected at Gateway Community College and at Naugatuck Valley Community College shall be placed in the Congress bargaining unit;
   d. Fellows selected at Norwalk Community College and at Three Rivers Community College shall be placed in the Federation bargaining unit;
   e. The fellow selected for the Chancellor’s Office shall be placed in the Congress bargaining unit. The placement of the Chancellor’s Office fellow in a bargaining unit shall not be asserted as precedent.

4. The parties agree that nothing contained in the 1997-2001 Coalition Agreement or any other applicable agreement, nor shall any practice of the parties respecting the deduction of dues and fees from the stipends paid to minority fellows be offered as evidence for any purpose in any negotiation between the Board and the Coalition unions, or any of them, or in any proceeding that may be commenced before the State Board of Labor Relations or before any court.

5. The Union agrees to indemnify and save the Board harmless from any claims arising out of or resulting from any deduction of dues or fees from the stipend paid to minority fellows. In the event any agency or court of competent jurisdiction orders the Board to rebate to fellows the service fee or any portion thereof, the Union agrees to hold the Board harmless.
for said deduction by returning the agency fee which has been deducted for the period involved.

**RE: MINORITY FELLOWSHIP PROGRAM**

In an effort to add value to the fellowship experience, the three professional employee unions and the Board have agreed that financial support for the professional development activities for fellows, and fellows and mentors, may be afforded, up to the limits specified:

- Up to $500 per fellow on an annual basis;
- For joint fellow/mentor activities, up to $250 annually for the mentor to participate jointly with the fellow in a professional development activity. It is assumed that the lesser amount for the mentor is appropriate because there is already professional development funding for the mentor as a professional staff member.

**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 revolves 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 2000-2001 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.

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11 See Schedule E (Miscellaneous Rates of Pay) for current pay rates for Athletic Coaches.
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.


6. Increases to the athletic director and coach compensation schedule, and continuation of step increases beyond 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 unit:
   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.

RE: COMMENCEMENT

Agreement made this 17th day of July 2000 by and among the Congress of Connecticut
Community Colleges (“Congress”), the American Federation of State, County and Municipal
Employees, Chapter 148, Local 1303 (“AFSCME”) (collectively “the Union”) and the Board of
Trustees of Community-Technical Colleges (“the Board”). In the interest of fostering labor-
management cooperation and avoiding litigation of issues in dispute, the parties mutually agree
as follows:

1. Commencement is one of the most important events in the academic calendar. By this
Agreement, the parties reaffirm their understanding that it is the obligation of
professional staff members to attend commencement ceremonies, unless excused by the
President.

2. Effective with the execution of this Agreement, a professional staff member who fails to
attend commencement and who has not been excused by the President shall have a half
day (3-1/2 hours) charged to the appropriate leave balance. In addition, he/she may be
subject to disciplinary action in accordance with the applicable collective bargaining
agreement.

3. Effective with the execution of this Agreement, a professional staff member who is
excused from attending commencement in accordance with the applicable collective
bargaining agreement shall have no charge applied to his/her leave balances.

4. This Agreement shall not be construed as an admission of liability on the part of the
Board or any of its agents.

5. This Agreement shall have no value as precedent.
RE: PART-TIME EMPLOYEES (CONGRESS)

This is to confirm the parties’ understanding that the “Agreement for Part-time Employees” covers less than 20-hour Administrators at the merged Community Colleges who are not otherwise represented or who are excluded from representation.

RE: UNIT PLACEMENT OF NON-TEACHING/ ADMINISTRATIVE POSITIONS

This letter of agreement supplements Section I of Appendix D (Procedures for Administration) and clarifies the parties’ understanding with respect to the placement of positions in the Congress and AFSCME bargaining units.

(1) The parties agree that the sole factor in determining placement of positions in the AFSCME and Congress bargaining units shall be proportionality. AFSCME shall be entitled to 25% of the unclassified, non-teaching/administrative positions at the five merged colleges and the Congress shall be entitled to 75%. In calculating the 25/75% proportionality, the calculation shall include unclassified, non-teaching and administrative positions in the principal unit (i.e., twenty or more hours per week), excluding the titles Counselor (PL 19) and Librarian (18).

(2) The 25/75% proportionality will be maintained at the campus level. The Employer will issue guidelines to facilitate consistent implementation of this agreement. The unions will direct questions regarding maintenance of proportionality to the Personnel and Labor Relations Director/Designee at the college first. If the matter cannot be satisfactorily resolved at that level, it may be raised at the Board level.

(3) This agreement relieves the Board of its responsibilities under Section IA of Appendix D of this Merged Agreement.

(4) Employees will be placed into either the Congress or AFSCME bargaining unit in a manner which facilitates the maintenance of the 25/75% proportionality. Immediately prior to filling each position, the college will determine whether the position should be in the AFSCME or Congress unit. The level of the position, the funding source or the type of appointment have no bearing on the unit placement decision.

(5) Notwithstanding the provisions above, the parties agree to make exceptions to the proportionality rule in certain limited situations where placement into a new position would change the bargaining unit status of a current employee. In such case, the employee will go into the new position but remain in the current bargaining unit.

(6) The parties agree that unclassified Assistants to the principal labor relations/personnel official at each college performing duties which are appropriate to the labor relations/personnel area shall be recognized as excluded from the Congress and AFSCME bargaining units.
(7) Unit placement decisions shall not be subject to the grievance and arbitration process. The sole remedy for resolution of formal disputes shall be the CSBLR.

(8) This agreement may not be asserted by either Board or the unions in support of their views of the respective legal rights of the parties except to enforce the terms hereof.

SUPPLEMENTAL LETTER OF AGREEMENT
RE: ESTABLISHMENT OF A STUDY COMMITTEE

The parties agree that a study committee shall be formed, to consist of an equal number of representatives of management and the union. The sole purpose of the committee shall be to conduct research on, to discuss and to make recommendations concerning issues that the parties have mutually agreed to submit to the committee. The study committee shall be advisory to the Chancellor who may accept or reject its recommendations. It is not intended that the work of the study committee end in binding interest arbitration. The decision of the Chancellor with respect to any recommendation submitted to him/her by the study committee shall be final and not subject to grievance or arbitration.

The parties agree to submit the following issues to the study committee during the 2001-02 contract term: review of sexual harassment policy, protocols for distance learning and flextime for ACLs. Additional subjects may be added to the list upon mutual agreement of both parties.

SIDE LETTER RE: INFORMAL WORK SCHEDULE/COMPENSATORY TIME

The parties recognize that they have compromised their differences by adopting the approach reflected in this agreement, which shall be considered an experiment. Should either party believe the experiment unsuccessful, it may retain its original position in any negotiations or arbitration of a subsequent agreement such that the position of the employer may not be construed as concession bargaining.

SUPPLEMENTAL LETTER OF AGREEMENT
RE: SYSTEMWIDE HEALTH AND SAFETY COMMITTEE

The parties hereby agree that the Chancellor’s Advisory Committee re: health and safety shall include representation from the Congress, AFSCME and the Federation bargaining units.

SIDE LETTER RE: CONSULTATION

The fact that there are differences in language among Congress, AFSCME and Federation contracts shall create no inference with respect to what form of consultation may be available under any of the agreements.
SIDE LETTER RE: DELEGATION OF BOARD AUTHORITY

This contract has been modified to reflect the 1996 resolution of the Board delegating certain decision-making authority to the Chancellor and/or to the Community College Presidents. Since the Board has the right to modify its prior decisions respecting delegation of authority in the future, the parties agree that the Board may also develop appropriate procedures to implement any such modification. The parties further agree that any existing provision of this agreement that is inconsistent with such future modification shall be deemed null and void.

AGREEMENT TO REOPEN NEGOTIATIONS

The following issues shall be open for negotiation and arbitration in September 2002: grade placement and protocols for distance learning. Absent mutual agreement otherwise, any agreement or award resulting from this process shall not be implemented in a manner that entails additional cost to a then-existing collective bargaining agreement.

SIDE LETTER RE: SALARY GRIDS

It is understood that the Congress and AFSCME unions reserve the right to renegotiate salary grids in the future.

AGREEMENT FOR PART-TIME EMPLOYEES (CONGRESS)

Article I - Recognition

Pursuant to the certifications issued by the Connecticut State Board of Labor Relations (Dec. No. 2351 and Dec. No. 2346, Case No. SE-8184), the Board recognizes the Congress as the sole and exclusive agent for the purposes of collective bargaining for all part-time unclassified employees of the Board working fewer than twenty (20) hours per week as more expressly defined hereinafter.

A. Part-Time Teaching Employees.
   Such employees who are scheduled to teach two (2) or more contact/credit hours of credit instruction during a semester shall be included in the bargaining unit covered by this Agreement.

B. Part-Time Non-Teaching Employees.
   Commencing sixty (60) calendar days after initial employment, a non-teaching employee who has been and is reasonably expected to continue to be regularly scheduled for nine (9) or more hours per week shall be included in the bargaining unit covered by this Agreement.

C. Coaches.
   Coaches shall be included in the unit. The parties recognize that coaches are not regularly scheduled for a set number of hours per week.
Article II – Nondiscrimination

Article II of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff.

Article III – Academic Freedom

All members when teaching shall have academic freedom to conduct their courses, provided that the subject matter is that which has been specified by the college.

Article IV – Deduction of Dues/Service Fees

Deduction of dues and service fees shall take place in accordance with Article V of the Agreement between the Board and the Congress covering full-time professional staff.

Article V – Maintenance of Records

Each college shall make a good faith effort to maintain accurate records concerning part-time employees.

These records shall be accessible on a reasonable basis to the professional staff member concerned.

Article VI – Appointment

The offer of employment is made only by written contract executed by the President and may be subject to ratification by the Board or the Chancellor.

Each college shall make a good faith effort to inform part-time members of their employment at the earliest reasonable opportunity.

Where a part-time lecturer at a college has taught eighteen (18) or more contact/credit hours of instruction and been employed during the previous year, that individual will be continued in the part-time lecturer applicant pool. If any such individual has a concern regarding the selection of part-time lecturers, he/she may raise it with the dean and then the President. The preceding sentences of this paragraph shall not be subject to grievance/arbitration.

Members shall be notified of class cancellations before classes begin.

Article VII - 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
1. The 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 (1) course.

5. This agreement applies only to initial course assignments and does not apply to:

   o changes in course assignments necessitated by enrollment or by other unanticipated circumstances which occur within 14 days of the start of classes;
   o courses offered under grants or contracts;
   o 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;
   o 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.

**Article VIII – Grievance Procedure**

Article VII of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff.

**Article IX – Workload and Working Conditions**

A. **Teaching Members**

   (1) Each semester shall be for a maximum of sixteen (16) weeks. Each semester shall include eighty (80) scheduled days of instruction and evaluation.

   (2) Teaching members of the unit shall teach their assigned course(s) in accordance with approved course descriptions and class schedules, shall perform other related responsibilities, shall be available at reasonable times to confer with students outside of class, and shall maintain accurate student records.

   (3) During the second week of classes, subject to subsequent modification, the teaching member shall submit to the dean and the class a course outline or overview, information as to course objectives, topics and assigned time-frames, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be used.

   (4) Ratios of lecture hours to laboratory, studio and clinical hours shall be as set forth in the Supplemental Letter of Agreement re: Lab/Clinical Studio Ratios for Part-Time Lecturers in the Agreement of the Board and the Congress.
B. Non-teaching Members

Non-teaching members of the unit shall perform duties in accordance with their assigned job descriptions and established work schedules.

C. Indemnity, Hazardous Driving Conditions, Part-time Employment at another College, and Health and Safety

Article X, Sections 6B, G, K and L of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff.

Article X – Evaluation

There shall be periodic evaluation as provided by the employer, which may include student evaluation, of all members of the unit. The criterion for the evaluation shall be the quality of performance of professional responsibilities as provided in Article VIII of this Agreement for part-time employees. The professional staff member shall be notified in advance of the evaluation and shall be given an opportunity to meet and discuss the evaluation.

Article XI – Discipline

Discipline shall be for just cause.

Article XII – Holidays, Vacations and Sick Leave

All non-teaching unit member shall be granted time off with pay or compensatory time for state holidays on which they would be regularly scheduled to work.

All non-teaching unit members employed for more than ninety (90) scheduled working days and commencing with the third consecutive semester shall receive prorated sick leave in the manner provided by Article XIX of the Agreement between the Congress and the Board covering full-time professional staff.

In addition, such unit members shall receive, commencing the third consecutive semester, one (1) prorated day off with pay per semester in lieu of vacation and personal leave. Use of such day shall be subject to the approval of the President of designee and must be in the semester in which accrued.

Article XIII – Leaves

The Board shall provide for leaves of absence as required by law.
Article XIV° – Compensation

(1) The part-time lecturer rates for the 2002-2005 contract will be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Less Than 18 Hours</th>
<th>More Than 18 Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2002</td>
<td>$996</td>
<td>$1073</td>
</tr>
<tr>
<td>Fall 2003</td>
<td>$1046</td>
<td>$1127</td>
</tr>
<tr>
<td>Fall 2004</td>
<td>$1098</td>
<td>$1183</td>
</tr>
</tbody>
</table>

(2) The minima for part-time less than twenty (20) hours per week Educational Assistants shall be as follows for the 2002-2005 contract:

<table>
<thead>
<tr>
<th></th>
<th>Fall 2002</th>
<th>Fall 2003</th>
<th>Fall 2004</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate’s Degree</td>
<td>$16.08</td>
<td>$16.88</td>
<td>$17.72</td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>$18.61</td>
<td>$19.54</td>
<td>$20.52</td>
</tr>
<tr>
<td>Master’s Degree</td>
<td>$22.30</td>
<td>$23.42</td>
<td>$24.59</td>
</tr>
<tr>
<td>Master’s + 4 Years</td>
<td>$27.57</td>
<td>$28.95</td>
<td>$30.40</td>
</tr>
</tbody>
</table>

(3) Returning part-time (less than twenty (20) hours) Educational Assistants shall receive collective bargaining increases as follows:

<table>
<thead>
<tr>
<th></th>
<th>Increase</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002-2003</td>
<td>5%</td>
<td>July 1, 2002</td>
</tr>
<tr>
<td>2003-2004</td>
<td>5%</td>
<td>July 1, 2003</td>
</tr>
<tr>
<td>2004-2005</td>
<td>5%</td>
<td>July 1, 2004</td>
</tr>
</tbody>
</table>

(4) The minima for part-time (less than twenty (20) hours per week) Clinical (Nursing) Educational Assistants shall be as follows for the 2002-2005 contract:

<table>
<thead>
<tr>
<th></th>
<th>Fall 2002</th>
<th>Fall 2003</th>
<th>Fall 2004</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3 years of college</td>
<td>$36.30</td>
<td>$38.12</td>
<td>$40.03</td>
</tr>
<tr>
<td>More than 3 years of college</td>
<td>$40.30</td>
<td>$42.32</td>
<td>$44.44</td>
</tr>
</tbody>
</table>

(5) Part-time lecturers teaching courses with a clinical component shall be paid as follows:

<table>
<thead>
<tr>
<th></th>
<th>Fall 2002</th>
<th>Fall 2003</th>
<th>Fall 2004</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7,384/course</td>
<td></td>
<td></td>
<td>$8,141/course</td>
</tr>
</tbody>
</table>

° Effective dates of increases under this Article have been adjusted. See Memorandum of Agreement re: Wage Concessions (Congress) at Appendix E.
(6) There shall be no retroactive payment made during the life of this Agreement to any adjunct faculty member, part-time lecturer or Educational Assistant.

(7) Coaches shall be paid in accordance with Schedule E (Miscellaneous Rates of Pay).

**Article XV – Fringe Benefits**

For part-time employees who are receiving health insurance benefits, the employer shall continue in force said benefits.

Employees hired after legislative approval of this Agreement who are regularly scheduled to work at least 17-1/2 hours per week shall receive health insurance coverage. Employees (including teaching employees) regularly scheduled for less than 17-1/2 hour per week may obtain health insurance coverage by the employee paying the full premium for said coverage.

Part-time employees retain their rights existing pursuant to the Pension Agreement provided that this provision shall not be deemed to establish or confirm the applicability of said Agreement to unit members.

Section 6 of Article XXI (Travel Expenses and Reimbursements) of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff.

**Article XVI – Longevity**

Employees shall continue to be eligible for longevity payments for the life of this Agreement in accordance with existing practice.

**Article XVII – Workers’ Compensation**

Article XXI, Section 5 of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff.

**Article XVIII – Management Rights**

The Board retains its rights as specified in Article III of the Agreement between the Board and the Congress. Those inherent management rights not restricted by a specific provision of this Agreement shall not be directly or indirectly subject to grievance or arbitration.

**Article XIX – Duration and Extent of Agreement**

Articles XXIII, XXIV and XXV of the Agreement between the Congress and the Board covering full-time professional staff are incorporated and made a part of this Agreement for part-time professional staff.
On or after the effective date of any legislation related to the implementation of objective job evaluation, either party may reopen this Agreement for the purpose of negotiating as provided therein.

**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:

1. 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.

2. 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.

3. 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.

4. The list will be available at each college. Posting on the college web site shall constitute compliance with this provision.

5. 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.

**SUPPLEMENTAL LETTER OF AGREEMENT RE: COMPENSATION OF LESS THAN 20-HOUR PER WEEK NONTEACHING EMPLOYEES (CONGRESS)**

In addition to the terms of the Arbitrator’s Award, the parties have agreed to add 2% of the wage base to the compensation of less than 20-hour per week nonteaching employees on a prospective basis only.

**RE: PROFESSIONAL DEVELOPMENT FOR PART-TIME EMPLOYEES (CONGRESS)**

Effective with the 2001-02 fiscal year, $25,000 will be allocated to the colleges, on a pro-rata basis, for reimbursement of approved professional development activities for part-time, less than twenty-hour, employees in the Congress bargaining unit. The funds will be taken from lump-sum dollars available, either in contract account #A802 (promotion, grievance, position level) or in contract account #A804. Dollars distributed to the colleges for part-time professional
development which are not expended by April 1 shall become available to supplement professional development payments to principal bargaining unit members. This arrangement will continue indefinitely, unless the Board or the union provides notice of interest in discontinuation which notice must be provided at least thirty (30) days prior to the beginning of the new fiscal year.

* * * *
INDEX

DISCLAIMER: This index is printed for informational purposes only and has no significance with regard to interpretation of this Agreement.

Items in full capitals designate Articles of the Agreement and Supplemental Letters. Items with an initial capital designate Sections of Articles. Lower-case items refer to topics within a Section. Items in quotation marks do not appear as such in the Agreement but are designed to provide additional reference. Abbreviations used: BOT, Board of Trustees; SL, Supplemental Letter; AP, Appendix; DC, Department Chair; PC, Program Coordinator. Several parts of the Appendix are generally not indexed. For Appendix items see Table of Contents.

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