RESOLUTION

concerning

COMPENSATION, FRINGE BENEFITS AND WORKING CONDITIONS

for

MANAGEMENT PERSONNEL

January 9, 1976

WHEREAS, Under the new collective bargaining law, Public Act 75-566, periodic adjustments in compensation, fringe benefits and working conditions for certain professional staff may be determined and translated into an agreement which is subject to fiscal approval by the General Assembly, and

WHEREAS, Those personnel on the Executive Staff and those on each campus designated as Management will be excluded from bargaining rights and thus from the contract provisions, and

WHEREAS, The Trustees, recognizing the sensitive and essential leadership service performed by management personnel, desire to provide for such personnel an alternative method for determining adjustments in compensation, fringe benefits and working conditions, therefore be it

RESOLVED, That the Trustees assign to the Executive Committee of the Board, in consultation with management personnel, the responsibility for recommending such adjustments for its management personnel as will provide compensation, fringe benefits and working conditions commensurate with the responsibility of the respective positions, and taking into consideration any adjustments made through the collective bargaining process on behalf of other personnel.

A Certified True Copy:

James A. Frost

Executive Secretary
April 1, 1977

Mr. Joseph F. Weigand, Jr.
Clerk of the House
State House of Representatives
State Capitol
Hartford, CT 06115

Dear Mr. Weigand:

Transmitted herewith are two copies of the Collective Bargaining Contract of Agreement between the Connecticut State Colleges-American Association of University Professors, representing the instructional faculty, counselors and librarians of the four State Colleges, and the Board of Trustees of the Connecticut State Colleges representing the State of Connecticut. The bargaining unit was certified after proper election by the Connecticut State Board of Labor Relations in case numbers SE3271, SE3272, and SE3334.

We are pleased that we were able to meet the April first deadline and hope our effort to do so will reflect favorably upon our requests.

The final document is the result of a protracted period of careful consideration and bargaining in good faith by both parties. It represents what is considered to be a fair and equitable contract from the viewpoint of the Board of Trustees and the bargaining agent. At the same time, we believe, it has taken into account the best interests of the taxpayers who support us and the student population of 19,640 full-time and 13,128 part-time students. In this regard, the Connecticut State Colleges serve all regions in the state and have the largest student body of any of the Higher Education Programs.

Our submission to the members of the General Assembly falls into three major categories:

A. Requests for funding pursuant to PA 75-566

B. Request for changes in statutes pursuant to PA 75-566

C. A general draft-language presentation of the ratified contract provisions as complete as both parties can provide at this time. This item is provided for the information of the members of the General Assembly.

Both signatories to the agreement have ratified the contract as attested by the signatures below. The Board of Trustees ratification was by vote of a majority of the Board during the regularly scheduled meeting on 1 April at 1:30 p.m. The Agent held separate meetings on each of the four campuses and ratified the contract by a majority vote of their members, (752 to 173) and reported on 1 April 1977 to the Board.
April 1, 1977
Page 2

Certain additional changes of an editorial nature, or for purposes of clarification, will be made by agreement between the parties concerned, but there are no substantive changes anticipated. You will be furnished copies of the edited draft in the near future.

Both parties to this Agreement are particularly concerned that opportunity to discuss provisions of the Agreement in (C) above be provided if the members have questions or decide to review the total contract aside from those parts submitted pursuant to PA 75-566.

We respectfully request favorable consideration of the contract provisions by the appropriate legislative bodies. We shall be pleased to be present and present testimony in support of the contract at your pleasure.

Sincerely yours,

[Signature]
David Newton, President CSC/AAUP

For the Connecticut State Colleges - American Association of University Professors, Inc.

Sincerely yours,

[Signature]
Bernice C. Niejadlik, Chairman

For the Board of Trustees
For the Connecticut State Colleges

4-1-77 (Dated)
3:56 P.M.

Apr. 1, 1977 (Dated)
Collective Bargaining Agreement

between

State College American Association
of University Professors

AND

Board of Trustees for the

Connecticut State Colleges

April 1, 1977
# Definitions

1. **"Board"**
2. **"Connecticut State Colleges"**
3. **"Management"**
4. **"Bargaining Unit"**
5. **"Connecticut State College American Association of University Professors"**
6. **"Members" or "Members of the Bargaining Unit"**
7. **"Fiscal Year"**
8. **"Years of Service for Instructional Faculty"**
9. **"Rules of Construction"**

# Recognition of CSC-AAUP

- Recognition of CSC-AAUP

# Professional Rights and Responsibilities

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Tenure Continued</td>
</tr>
<tr>
<td>4.2</td>
<td>Academic Freedom</td>
</tr>
<tr>
<td>4.3</td>
<td>Tenure</td>
</tr>
<tr>
<td>4.4</td>
<td>Award of Tenure</td>
</tr>
<tr>
<td>4.5</td>
<td>Conditions of Tenure</td>
</tr>
<tr>
<td>4.6</td>
<td>Letter of Appointment</td>
</tr>
<tr>
<td>4.7</td>
<td>Appointments</td>
</tr>
<tr>
<td>4.8</td>
<td>Special Appointments</td>
</tr>
<tr>
<td>4.9</td>
<td>Standards of Notice for Renewal and Denial of Tenure</td>
</tr>
<tr>
<td>4.10</td>
<td>Teaching Faculty and Presidential Responsibilities</td>
</tr>
<tr>
<td>4.11</td>
<td>Evaluation of Teaching Members for Renewal, Promotion, Tenure and Professional Assessment</td>
</tr>
<tr>
<td>4.12</td>
<td>Evaluation Procedures (Teaching Members), Deadlines</td>
</tr>
<tr>
<td>4.13</td>
<td>Merit</td>
</tr>
</tbody>
</table>

# Faculty Participation Procedures

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Appointment of Unit Members</td>
</tr>
<tr>
<td>5.2</td>
<td>Ranks in Bargaining Unit</td>
</tr>
<tr>
<td>5.3</td>
<td>Standards for the Respective Instructional Ranks</td>
</tr>
<tr>
<td>5.3.1</td>
<td>Instructor</td>
</tr>
<tr>
<td>5.3.2</td>
<td>Assistant Professor</td>
</tr>
<tr>
<td>5.3.3</td>
<td>Associate Professor</td>
</tr>
<tr>
<td>5.3.4</td>
<td>Professor</td>
</tr>
<tr>
<td>5.4</td>
<td>Emeritus Professors</td>
</tr>
<tr>
<td>5.5</td>
<td>College President Must Respond to Senate Recommendations</td>
</tr>
<tr>
<td>5.6</td>
<td>Senate Membership</td>
</tr>
<tr>
<td>5.7</td>
<td>Senate Constitution &amp; By-Laws</td>
</tr>
<tr>
<td>5.8</td>
<td>Senate Rules of Order</td>
</tr>
<tr>
<td>5.9</td>
<td>Faculty Handbook Contents</td>
</tr>
<tr>
<td>5.10</td>
<td>Selection of Academic Administrators</td>
</tr>
<tr>
<td>5.11</td>
<td>Establishment of Departments</td>
</tr>
</tbody>
</table>
INDEX

Article/Section                                      Page
5.12 DEPARTMENTAL RESPONSIBILITIES                 14
5.13 " "                                           14
5.14 " "                                           14
5.15 " "                                           14
5.16 " "                                           15
5.17 DEPARTMENT CHAIRPERSON                        15
5.18 " "                                           15
5.19 FACULTY MUST ACT                               15

6 COUNSELORS                                       16
6.1 DUTIES OF COUNSELORS                           16
6.2 RANK OF COUNSELORS                            16
6.3 GOVERNANCE FOR COUNSELORS                     16
6.4 COUNSELOR STATUS                               16
6.5 TEACHING DUTIES & COUNSELORS                  16
6.6 SCHEDULING OF COUNSELOR WORK                  16
6.7 VACATION DAYS FOR COUNSELORS                  17
6.8 COUNSELOR WORK ENVIRONMENT                    17
6.9 COUNSELOR/STUDENT RATIO                        17

7 LIBRARIANS                                        18
7.1 PROFESSIONAL STATUS OF LIBRARIANS               18
7.2 LIBRARIAN ADMINISTRATION INTERFACE            18
7.3 DUTIES OF LIBRARY FACULTY                      18
7.4 LIBRARIAN WORK WEEK                            18
7.5 SCHEDULING OF LIBRARIAN WORK                   18
7.6 STAFF SUPPORT FOR LIBRARIANS                   18
7.7 VACATION FOR LIBRARIANS                        18
7.8 RELEASE TIME FOR LIBRARIANS WHO TEACH          18
7.9 ACQUISITION BUDGETS                            19
7.10 STANDARDS FOR LIBRARIAN RANK                  19
7.11 TENURE FOR LIBRARIANS                         19

8 WORKING CONDITIONS                                 20
8.1 WORKING CONDITIONS                              20
8.2 COMMITTEE ON WORKING CONDITIONS                20
8.3 SPACE SECURITY                                 21
8.4 PARKING SPACES                                 21
8.5 SUPPORT SERVICES                               21
8.6 DUPLICATION SERVICES                           21
8.7 ATTENDANCE RECORDS                             21
8.8 EQUIPMENT & SUPPLY BUDGET                      22

9 WORKLOAD                                          23
9.1 FACULTY DUTIES, WORK YEAR, WORK LOAD GOAL      23
9.2 CREDIT HOUR EQUIVALENTS                        23
9.3 CREDIT FOR LARGE CLASSES                       23
9.4 CREDIT FOR SPECIALIZED ASSIGNMENTS             24
<table>
<thead>
<tr>
<th>Article/Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.5 WORKLOAD AVERAGING</td>
<td>24</td>
</tr>
<tr>
<td>9.6 RELEASED TIME FOR CHAIRPERSONS</td>
<td>24</td>
</tr>
<tr>
<td>9.7 SCHEDULING RESTRICTION</td>
<td>24</td>
</tr>
<tr>
<td>9.8 SOURCE OF INSTRUCTIONAL PERSONNEL</td>
<td>25</td>
</tr>
<tr>
<td>9.9 OFFICE HOURS</td>
<td>25</td>
</tr>
<tr>
<td>9.10 PART-TIME FACULTY RESTRICTION</td>
<td>25</td>
</tr>
<tr>
<td>10 SUMMER SCHOOL–INTERSESSION</td>
<td></td>
</tr>
<tr>
<td>10.1 SUMMER SCHOOL, INTERSESSION DEFINED</td>
<td>26</td>
</tr>
<tr>
<td>10.2 SUMMER SESSION AND INTERSESSION COMPENSATION</td>
<td>26</td>
</tr>
<tr>
<td>10.3 SCHEDULING</td>
<td>26</td>
</tr>
<tr>
<td>10.4 JOINT SUMMER SESSION INTERSESSION COMMITTEE</td>
<td>26</td>
</tr>
<tr>
<td>10.5 COMMITTEE REPORT DEADLINE</td>
<td>26</td>
</tr>
<tr>
<td>11 COMPENSATION</td>
<td></td>
</tr>
<tr>
<td>11.1 QUALITY COSTS MONEY</td>
<td>27</td>
</tr>
<tr>
<td>11.2 SALARY ADJUSTMENTS</td>
<td>27</td>
</tr>
<tr>
<td>11.3 ENTRY LEVELS</td>
<td>27</td>
</tr>
<tr>
<td>11.4 LIBRARIANS</td>
<td>27</td>
</tr>
<tr>
<td>11.5 PROMOTIONS</td>
<td>28</td>
</tr>
<tr>
<td>11.6 INEQUITIES</td>
<td>29</td>
</tr>
<tr>
<td>11.7 PROFESSIONAL ENRICHMENT</td>
<td>29</td>
</tr>
<tr>
<td>12 LEAVES AND FRINGE BENEFITS</td>
<td></td>
</tr>
<tr>
<td>12.1 PERSONAL/RELIGIOUS LEAVE</td>
<td>30</td>
</tr>
<tr>
<td>12.2 SICK LEAVE</td>
<td>30</td>
</tr>
<tr>
<td>12.3 COMPENSATION AT RETIREMENT</td>
<td>31</td>
</tr>
<tr>
<td>12.4 MATERNITY LEAVE</td>
<td>31</td>
</tr>
<tr>
<td>12.5 SABBATICAL LEAVE</td>
<td>31</td>
</tr>
<tr>
<td>12.6 EDUCATIONAL OR PROFESSIONAL LEAVE</td>
<td>31</td>
</tr>
<tr>
<td>12.7 LEAVES WITHOUT PAY</td>
<td>32</td>
</tr>
<tr>
<td>12.8 MILITARY LEAVE</td>
<td>32</td>
</tr>
<tr>
<td>12.9 JURY LEAVE</td>
<td>32</td>
</tr>
<tr>
<td>12.10 VACATIONS</td>
<td>32</td>
</tr>
<tr>
<td>12.11 HOLIDAYS</td>
<td>33</td>
</tr>
<tr>
<td>12.12 INSURANCE AND RETIREMENT BENEFITS</td>
<td>33</td>
</tr>
<tr>
<td>12.12.1 RETIREMENT</td>
<td>33</td>
</tr>
<tr>
<td>12.12.2 INDIVIDUAL RETIREMENT ANNUITIES</td>
<td>33</td>
</tr>
<tr>
<td>12.12.3 MEDICAL AND DENTAL INSURANCE</td>
<td>33</td>
</tr>
<tr>
<td>12.12.4 GROUP LIFE INSURANCE</td>
<td>34</td>
</tr>
<tr>
<td>12.13 LONGEVITY PAYMENTS</td>
<td>34</td>
</tr>
<tr>
<td>12.14 COURSE PRIVILEGES</td>
<td>34</td>
</tr>
<tr>
<td>12.15 PAYROLL DEDUCTION FOR EMPLOYEE PROGRAMS</td>
<td>34</td>
</tr>
<tr>
<td>12.16 ANNUAL MEMBER STATUS REPORT</td>
<td>34</td>
</tr>
<tr>
<td>12.17 MEMBER BENEFITS STUDY COMMISSION</td>
<td>34</td>
</tr>
<tr>
<td>13 TRAVEL AND ENERGY CONSERVATION</td>
<td></td>
</tr>
</tbody>
</table>
INDEX

<table>
<thead>
<tr>
<th>Article/Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.2 BOARD OF TRUSTEES OF THE RESEARCH CORPORATION</td>
<td>52</td>
</tr>
<tr>
<td>21.3 RESEARCH CORPORATION, ADMINISTRATION OF</td>
<td>52</td>
</tr>
<tr>
<td>21.4 ACCEPTANCE OF FUNDS</td>
<td>52</td>
</tr>
<tr>
<td>21.5 EXPENDABLE FUNDS OF RESEARCH CORPORATION</td>
<td>52</td>
</tr>
<tr>
<td>21.6 INVENTIONS, DISCOVERIES, CREATIONS, AND MARKETABLE DISCOVERIES</td>
<td>53</td>
</tr>
<tr>
<td>21.6.1 Inventions, discoveries and creations made under the direction of the college administration or its designee.</td>
<td>53</td>
</tr>
<tr>
<td>21.6.2 Inventions made pursuant to an outside contract or grant</td>
<td>53</td>
</tr>
<tr>
<td>21.6.3 Inventions and discoveries, pursued by an individual member of the bargaining unit without any outside or institutional support except the using of institutional time or facilities in the pursuit of at least a portion of the research</td>
<td>53</td>
</tr>
<tr>
<td>21.6.4 Inventions made by a member of the bargaining unit without any financial support from the institution or any use of the institution's facilities or time.</td>
<td>53</td>
</tr>
<tr>
<td>21.7 RIGHTS TO MONETARY REMUNERATION</td>
<td>53</td>
</tr>
<tr>
<td>21.8 EXPENDITURE OF THE EXPENDABLE FUNDS OF THE RESEARCH CORPORATION</td>
<td>54</td>
</tr>
<tr>
<td>22 SEPARABILITY</td>
<td>55</td>
</tr>
<tr>
<td>23 SUCCESSORSHIP PROVISION</td>
<td>56</td>
</tr>
<tr>
<td>24 LEGISLATIVE IMPLEMENTATION OF AGREEMENT</td>
<td>57</td>
</tr>
<tr>
<td>25 MINIMUM TERMS</td>
<td>58</td>
</tr>
<tr>
<td>26 DISTRIBUTION OF AGREEMENT</td>
<td>59</td>
</tr>
<tr>
<td>27 TERM OF AGREEMENT</td>
<td>60</td>
</tr>
<tr>
<td>APPENDIX A (LETTER OF APPOINTMENT)</td>
<td>61</td>
</tr>
<tr>
<td>APPENDIX B (TENURE LETTER)</td>
<td>63</td>
</tr>
<tr>
<td>APPENDIX C (GRIEVANCE FORM)</td>
<td>64</td>
</tr>
<tr>
<td>NEGOTIATORS</td>
<td>65</td>
</tr>
</tbody>
</table>
PREAMBLE

The intent of the parties hereto in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit is to promote the quality and effectiveness of education in the Connecticut State College System and to maintain high standards of academic excellence in all phases of instruction, research and service. The parties concur that the objectives are facilitated by amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement in the Connecticut State College System, and that participation of faculty and professional employees in the formulation of policies under which they provide their services is educationally sound.

While the Connecticut State College-AAUP (hereinafter CSC-AAUP), as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees (hereinafter the Board), retains the rights, under law, to manage and direct the Connecticut State College System, the parties recognize the desirability of a collegial governance system for faculty and professional employees in areas of academic concern. It is desirable that the collegial system of governance be maintained and strengthened throughout the Connecticut State College System.

In such a collegial system, departments and other units should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty and professional employees, the development of high quality programs, and other matters of professional concern. The collegial relationship is most effective when peers work critically together to carry out their duties in the most professional manner possible.

Collegiality in academic governance on each campus of the Connecticut State College System can best be accomplished through Senates selected by representatives of the appropriate campus constituencies in accordance with each institution's constitution and tradition. Matters of concern to the Senate include: (a) curriculum policy and curricular structure, (b) requirements for degrees and granting of degrees, (c) policies for recruitment, admission and retention of students, (d) academic policies relating to students and (e) other matters of campus community concern.

This preamble is a statement of intent and not subject to grievance arbitration.
THIS AGREEMENT is made and entered into as of the first day of April, 1977 by and between the Connecticut State College American Association of University Professors, Inc. an employee association within the meaning of Public Act 75-566, and Board of Trustees of the Connecticut State Colleges, an employer within the meaning of Public Act 75-566, as follows:

ARTICLE 1

DEFINITIONS

1.1 "BOARD" (also called "EMPLOYER") - The Board of Trustees of the Connecticut State Colleges.

1.2 "CONNECTICUT STATE COLLEGES" (also called "COLLEGES", "CSC", or "EMPLOYER") - The following colleges, individually and collectively:
- Central Connecticut State College
- Eastern Connecticut State College
- Southern Connecticut State College
- Western Connecticut State College

1.3 "MANAGEMENT" - The Board together with its executive officers and executive staff, including but not limited to Presidents, Vice Presidents, and Deans of Colleges and all such other management personnel, as defined in Public Act 75-566, provided that it shall not include Department Chairpersons or Division Directors.

1.4 "BARGAINING UNIT" - The unit of teaching and professional employees of the State Colleges as described more fully in Article 2.1 of this Agreement.

1.5 "CONNECTICUT STATE COLLEGE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS" or "CSC-AAUP" (hereinafter referred to as "CSC-AAUP") - The exclusive representative of the employees in the bargaining unit, pursuant to certification by the Connecticut State Board of Labor Relations.

1.6 "MEMBERS" or "MEMBERS OF THE BARGAINING UNIT" - unless expressly specified otherwise, these terms are interchangeable and shall refer to the following employees of the State Colleges.

1.6.1 Those members of the bargaining unit who carry an academic load or its equivalent of at least nine (9) credit hours a semester and whose function at the State Colleges consists primarily of (but shall not be limited to) teaching. Such individuals may also be referred to as teaching members, or instructional faculty.

1.6.2 Those members of the bargaining unit who are employed by the State Colleges for at least twenty (20) hours a week and for at least the ten (10) month year, and whose function at the State Colleges consists primarily of (but shall not be limited to) service as counselors, or counseling faculty.
1.6.3 Those members of the bargaining unit who are employed by the State Colleges for at least twenty (20) hours a week and for at least the ten (10) month year, and whose function at the State Colleges consists primarily of (but shall not be limited to) service as librarians, or library faculty.

1.7 "FISCAL YEAR" - The 12 month calendar period beginning July 1 and ending the following June 30.

1.8 "YEARS OF SERVICE FOR INSTRUCTIONAL FACULTY" - The number of academic years of employment by the State Colleges. Employment for one-half (½) of a semester or more shall be considered one-half (½) of a year's service. For Librarians and Counselors, a year of service shall consist of the annual full-time appointment and employment for one-half (½) of a contracted year, or more, shall be considered one-half (½) of a year's service. Unless otherwise specified to the contrary elsewhere in this Agreement, time spent on any paid leave of absence shall be deemed "continuous service".

1.9 RULES OF CONSTRUCTION - Unless specified to the contrary elsewhere in this Agreement, the following rules shall apply:

1.9.1 "GENDER and NUMBER" - The masculine, feminine and neuter gender as used in this Agreement import one another, and the singular shall include the plural whenever applicable.

1.9.2 "APPLICATION of AGREEMENT" - All provisions of this Agreement shall apply to all members of the bargaining unit, unless specified to the contrary to apply only to certain members of the bargaining unit.

1.9.3 "HEADINGS" - Headings and captions are used in this Agreement for purposes of convenience only and do not carry substantive meaning.
ARTICLE 2

RECOGNITION OF CSC-AAUP

2.1 The Board hereby recognizes the CSC-AAUP, pursuant to certification by the Connecticut State Board of Labor Relations, issued on the 25th day of May, 1976, in case nos. SE-3271, SE-3272 and SE-3334, as the exclusive bargaining representative for the members of the Instructional Faculty Bargaining Unit of the Connecticut State Colleges for all matters of collective bargaining as set forth in PA 75-566. The bargaining unit shall consist of all instructional faculty including Department Chairpersons and Academic Division Directors, Librarians and Counselors, and excluding all Deans, Vice Presidents, Presidents, all other managerial and confidential personnel pursuant to Public Act 75-566, and all other employees.
ARTICLE 3

NON-DISCRIMINATION

3.1 The Board of Trustees and the CSC-AAUP agree that no member of the bargaining unit shall be discriminated against in violation of federal or state statutes or with respect to any legal behavior not detrimental to the students or other members of the college community.

3.2 Claims of discrimination under Article 3.1 of this Agreement shall be brought to the attention of the party who is allegedly engaging in such discrimination. The parties shall make an effort to resolve the matter informally. If the parties are unable to resolve the matter informally, claims of discrimination under Article 3.1 of this Agreement shall be submitted to a Non-Discrimination Committee established by the College Senate. The Non-Discrimination Committee shall be established no later than six (6) months after the signing of this Agreement, and shall be composed on an equal basis of both bargaining unit members and management. The non-voting convener shall be the EEO-Affirmative Action Officer of the individual campus or designee. Said Committee shall investigate the alleged discrimination under Article 3.1 of this Agreement, and shall submit a report in writing to the member alleging discrimination, the Faculty Senate, and the College President. Said written report of the Committee shall be submitted within thirty (30) calendar days of the submission of the allegation, also in writing, to the Committee. If the Committee's findings are that discrimination has occurred, the College shall be obliged to rectify the discrimination to the satisfaction of the Committee. If the Committee's findings do not support the allegation of discrimination, or there is a tie vote of the Committee, further recourse shall only be through the State and Federal procedures established for such purpose, and shall not be subject to the provisions of Article 14 (Grievance Procedure) of this Agreement.
ARTICLE 4

PROFESSIONAL RIGHTS AND RESPONSIBILITIES

4.1 It is recognized by the parties to this Agreement that the essential excellence of the Connecticut State Colleges is dependent upon the maintenance in them of an atmosphere of academic freedom and professional responsibility. To that end, there shall continue in the Connecticut State Colleges during the term of this Agreement a system of academic tenure applicable to all teaching members of the bargaining unit, as shall be further described below. It is recognized that tenure shall only be granted for the purpose of protecting and nurturing academic freedom and shall not be a shield for incompetence or failure to perform properly assigned duties. Although no specific tenure quotas are mandated in the Connecticut State Colleges, the parties recognize that to maintain an effective tenure system and institutional flexibility, tenure awards will be made with greater care than heretofore, and predicated upon departmental goals consistent with long range institutional needs and plans.

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

4.2.1 All members of the bargaining unit are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. Freedom in research is fundamental to the advancement of truth. Members are also entitled to freedom in the classroom in discussing their assigned subjects. Members participate as representatives of a learned profession, of an educational institution and of society at large. When they speak or write as members of society they are free from institutional censorship or discipline but their special position in the community imposes special obligations. As persons of learning and educational leaders, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times strive in a positive manner to be accurate, to exercise appropriate restraint, show respect for the opinions of others, and make every effort, where appropriate, to indicate that they do not speak for the Connecticut State Colleges.

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

---

1As referred to in the 1940 AAUP Statement on Academic Freedom and Tenure. This footnote does not incorporate by reference the 1940 Statement and the Interpretive Comments thereto.
4.2.2.1 All teaching members shall have complete professional freedom to conduct their courses, provided that the subject matter is that which has been specified by the college and the appropriate department.

4.2.2.2 The award of grades is the responsibility of the instructor of the course. A grade shall be changed only with the consent of the instructor of the course and the approval of the appropriate Academic Vice President or Dean. Except that, in cases of the absence of the instructor or of a palpable injustice, the College Senate shall in each college, in agreement with the College President, establish an appropriate method of adjusting grades. Prior to the establishment of the above method, the Academic Vice President or Dean in concurrence with the department chairperson, shall adjust grades in cases of the absence of the instructor or of a palpable injustice. If a grade is changed the instructor shall be notified whenever possible.

4.3 Tenure Tenure shall be defined as the right of a member currently holding tenure or the right of an eligible teaching member to continuous employment in the member's college, which may be terminated only for adequate cause (as defined below in Article 16) or upon reaching the mandatory retirement age of 70. Librarians and Counselors who do not currently hold tenure are not covered by the remaining sections of this Article. Their rights under Continuing Appointment are delineated in Article 6 & 7 of this Agreement.

4.4 Award of Tenure The award of tenure shall be selective and conditioned upon positive recommendation through the review process described in Section 4.11 below and predicated upon departmental goals consistent with institutional plans and needs. Under the circumstances where a President believes the negative recommendation of a faculty constitutes an extraordinary injustice, he may grant tenure. The maximum probationary period (full-time service prior to the acquisition of tenure) shall not exceed seven (7) years of service, which may include up to three (3) years service in other accredited colleges or universities. Notice of award of tenure shall be made in writing by the letter described in Appendix B of this Agreement.

4.5 Conditions of Tenure Since the purpose of the system of tenure is the protection of academic freedom, it shall not be considered a sinecure. It remains incumbent upon the member to maintain and improve professional competence, professional growth, and the excellence which occasioned the grant of tenure to the member. To that end, professional development evaluations shall be an integral part of the maintenance and improvement of professional competence, growth and excellence. Consistent with the above, sabbatical and other forms of leave shall be granted as provided under the terms of this Agreement. It is recognized that occasion may arise where it becomes mutually desirable and necessary to facilitate
the tenured member's acquisition of new skills in order to meet the changing needs of the Connecticut State Colleges. Institutional tenure shall not be a bar to temporary exchange of faculty between colleges of the Connecticut State College System, if the member so agrees and the Colleges so consent. Nothing in this Agreement shall prevent the transfer of a member's tenure in one college of the system to another college in the system, if the member so agrees, and the colleges so consent.

4.6 Letter of Appointment The terms and conditions of every appointment to a position within the college shall be contained in the letter of appointment, which shall follow the format attached in Appendix A of this Agreement. A copy of the letter of appointment shall be supplied to the member for his signature of acceptance and consent, and a copy placed in the member's personnel file. Any subsequent extensions or modifications of such appointment, other than with respect to changes in the collective bargaining agreement as negotiated between the parties to this Agreement, and any special understanding or any notice incumbent upon either party to provide shall be stated or confirmed in writing by document between the College and the member, and a copy shall be supplied to the member and a copy placed in the member's personnel file. Any special standards applicable to the member shall be included in the letter of appointment.

4.7 Appointments With the exception of "special appointments": described in Section 4.8 below, all full-time teaching appointments within the bargaining unit of each college shall be of two kinds: (a) initial and subsequent appointments which may be credited towards tenure; and (b) tenure appointments.

4.7.1 Initial contract appointments normally not exceeding one (1) year.

4.7.2 Contract appointments of not less than one (1) year nor more than three (3) years through the seventh (7th) year of service, and

4.7.3 Upon completion of a total of seven (7) year of service, a tenured appointment.

4.8 Special Appointments Consistent with Article 2 and this Article, "Special Appointments" are a valuable vehicle by which to bring to the campus unusual knowledge, artistry or exceptional merit. Special Appointments shall normally be of one year's duration.

4.8.1 Faculty members on special appointments shall receive tenure eligibility credit for all consecutive full-time service in the Connecticut State Colleges while on the special appointment.

4.9 Standards of Notice for Renewal and Denial of Tenure Appointments during the first six (6) years shall be deemed terminated for the succeeding academic year beyond the term of appointment unless
proper notice of renewal has been given to the member as prescribed below.

4.9.1 Members of the bargaining unit who are on one (1) year contracts shall be notified in writing of renewal on or before March 1, or for starting dates other than the beginning of the fall semester, notice of renewal will be given not later than three (3) calendar months prior to the termination date of the appointments.

4.9.2 Members on two or three (2 or 3) year contracts shall be notified of renewal or reminded in writing of contract expiration on or before December 15 of their final year, or for other starting dates not later than six (6) calendar months prior to the end of their current appointment.

4.9.3 Members in their sixth year of employment and/or members who have completed two full years shall be notified in writing of renewal or reminded of contract expiration, including the denial of tenure, on or before May 31 of the year preceding their seventh academic year of service, or for other starting dates, at least twelve (12) calendar months notice will be given. In particular, members in their third or later years of service who are given one (1) year contracts shall be notified of expected non-renewal at the beginning of their contracts. A member in the sixth year of employment who does not receive notice of denial of tenure as specified in this section shall be deemed to have been awarded tenure.

4.10 Teaching Faculty and Presidential Responsibilities The parties recognize that scholars have a particular responsibility to exercise their expertise in a particular field or activity in judging the work of their colleagues. In the exercise of such expertise it is implicit that responsibility exists for both adverse and favorable judgments. In the areas of appointments, re-appointments, decisions not to reappoint, promotions, the granting of tenure, and dismissal, the exercise of faculty judgment through faculty personnel committees is essential in the pursuit and fulfillment of the goal of academic excellence.

It is also recognized that the College President has a particular responsibility for the proper allocation of resources within the college and the effective use of the facilities and personnel available. He is the chief planning officer of the institution and has a special obligation to innovate, initiate and revitalize. He may at times be required, working within the concept of tenure to identify and to solve problems of obsolescence. In reallocating personnel and resources to solve these problems, the President will necessarily utilize the judgments of faculty, but in the interest of academic standards he may also seek outside evaluations by scholars of acknowledged competence.

A President who in disagreement with the recommendation of the appropriate college committee denies tenure after completion of the
sixth year of service, or dismisses a tenured member, shall provide
the appropriate college committee with a written explanation. The
President's explanation shall be held in confidence by the Committee
subject to applicable statutes.

4.11 Evaluation of Teaching Members for Renewal, Promotion, Tenure
and Professional Assessment

4.11.1 Each non-tenured teaching member of the bargaining
unit in the first year of appointment shall receive written
evaluation of his performance each semester for purposes of
renewal. Thereafter, there shall be an annual written eval-
uation for the purposes of renewal and promotion. Tenured
members shall be considered automatically for promotion as
they become eligible (unless the member requests not to be
evaluated). In the next to penultimate year of the pre-
tenure period or earlier, if the member so requests, the non-
tenured member shall also be evaluated for tenure. These
evaluations shall be conducted by the Departmental Evaluation
Committee (DEC) and by the College-wide Promotion and Tenure
Committee in accordance with procedures to be developed by
the College Senate and approved by the College President in
an expeditious manner. Such procedures shall satisfy each
of the minimum standards set forth in Section 4.12 below and
may not be inconsistent with this Agreement. Copies of such
procedures shall be given to the CSC-AAUP, the Administration
and all members.

4.11.2 Each tenured teaching member shall receive a profes-
sional assessment evaluation every three years. When a mem-
er receives a "marginal" evaluation where it is necessary
to evaluate a member more frequently than the three (3) year
interval, in an effort to assist, he shall be evaluated at an
increased rate appropriate to the problem. The evaluation
shall be conducted by the Departmental Evaluation Committee
(DEC) and the department chairperson and given to the member,
with a copy placed in the member's personnel file. Evaluations
shall be conducted in accordance with procedures established
by the College Senate in agreement with the College President.
Such procedures shall not be inconsistent with the terms of
this Agreement. Copies of such procedures shall be given to
the CSC-AAUP, the Administration and all members.

4.11.3 All evaluations completed by the DEC will be reviewed
by the appropriate Dean and Vice President as referred to
them by department chairpersons before transmitting a copy of
the evaluation to member and President.

4.12 Evaluation Procedures (Teaching Members)

4.12.1 By October 1 of each academic year the DEC shall in-
form each member to be evaluated in writing of (1) the fact
and the purpose of the evaluation, (2) the opportunity to
submit material to the DEC, and (3) the opportunity to appear
personally before the DEC prior to the DEC's recommendation.

4.12.2 By October 1 of each academic year the President or
his designee shall make available to the DEC the personnel
file of those members to be evaluated.

4.12.3 In making its evaluations the DEC shall seek and use
student and peer evaluations.

4.12.4 A member of the DEC shall absent himself from the
deliberations of the committee when his own case is being
considered.

4.12.5 In arriving at its judgments, the DEC shall consider
peer evaluations; student evaluations; department and college
service; any special conditions which were specified in writ-
ing at the time of the initial appointment or added later;
professional attainment; and scholarly productivity.

4.12.6 Criteria for recommending tenure shall be established
by the College Senate subject to the final approval of the
College President.

4.12.7 Criteria for recommending promotion shall be: (1)
eligibility, (2) quality of teaching, (3) service to the
college and/or research and publication, (4) professional
activity, and (5) years in rank. All bodies evaluating
members for promotion shall weigh the criteria listed above
in the order listed.

4.12.8 The DEC shall make a written recommendation with
supporting reasons which shall be signed by all members of the
DEC present and voting. A copy of negative recommendations
shall immediately be sent to the affected member. A copy of
all recommendations shall be placed in the member's personnel
file.

4.12.9 By November 1, the DEC shall transmit its recommenda-
tions to the appropriate Dean, together with all materials
submitted to and considered by the DEC.

4.12.10 By December 1, the Dean shall review and consider
all of the material submitted and make a recommendation, which
along with all of the previously submitted material, shall
be transmitted to the College-wide Promotion and Tenure Com-
mittee. A copy of negative recommendations shall immediately
be sent to the affected member. A copy of the Dean's recom-
mandation shall be placed in the member's personnel file.

4.12.11 By February 1, the Promotion and Tenure Committee
shall make a recommendation to the College President after
considering all previously submitted material and recommenda-
tions. A copy of the Promotion and Tenure Committee recom-
mandation shall be sent to the member at the time of issuance.
The member shall be given an opportunity to appear before the Committee prior to its decision.

4.12.12 The President shall make his recommendations to the Board not later than April 1.

4.12.13 The Board shall announce its action not later than May 15.

4.12.14 All dates specified in this Section shall be accelerated when necessary to meet the standards of notice in Section 4.9 above.

4.13 Merit

4.13.1 For the duration of this Agreement merit shall be rewarded through the mechanism of promotion in rank, as provided for by the terms of this Agreement.

4.13.2 The Board and CSC-AAUP hereby agree to establish a commission to study and create a design for a system of compensation which will include merit, with implementation recommendations and timetable, to be submitted to the parties on or before January 10, 1979. Each of the parties shall name two members of this commission. The parties expect a merit system, based on this commission's recommendations to be implemented in the next collective bargaining agreement.
5.1 Before making appointment to the instructional faculty (members of the CSC-AAUP bargaining unit), the College President shall receive the recommendations of the affected department, division head or designee who shall consult the department or division members. A representative of the College President may take part in the search for candidates, and the College President may require the nomination of more than one candidate for any vacancy. In the absence of recommendations from the department or division head, the College President may make or recommend an initial contract appointment, provided the responsible faculty members or faculty agencies have failed to act within a reasonable period of time, or cannot act because of the time limitations. Such an initial contract appointment shall be reviewed by the department and/or division. After receiving such recommendations, the President shall decide whether to change the temporary appointment to a longer appointment as defined in Article 4.7.

5.2 Appointments to the bargaining unit shall fall within the following ranks:

- Instructor
- Assistant Professor
- Associate Professor
- Professor
- Librarian I, II, III, IV
- Counselor I, II, III, IV

5.3 Standards for the Respective Instructional Ranks Listed below are the requirements which must be met for appointment to the respective ranks, which shall be the only rank within the bargaining unit. In each case, the degree must be from a college or university regionally accredited at the time of the award of the degree.

5.3.1 Instructor

A. An earned Master's degree in the appropriate field from an accredited college or university, or:

B. Outstanding merit as recommended by the department involved and approved by the College President or his representative/designee.

C. Appropriate equivalency as recommended by the department involved and approved by the College President or his representative/designee.

5.3.2 Assistant Professor

A. An earned doctorate degree or a terminal degree appropriate to the field, or:

B. At least three years of full-time service in a college or university, plus
   1. A Master's degree, plus
   2. An additional full year of study above the Master's level, or:

C. Outstanding merit as recommended by the department involved and approved by the College President or his representative/designee.
D. Appropriate equivalency as recommended by the department involved and approved by the College President or his representative/designee.

5.3.3 Associate Professor

A. An earned doctorate or a terminal degree appropriate to one's field plus at least five (5) years of full-time service in a college or university in a rank above instructor, or:
B. Outstanding merit as recommended by the department involved and approved by the College President or his representative/designee, or;
C. Appropriate equivalency as recommended by the department involved and approved by the College President or his representative/designee.

5.3.4 Professor

A. Earned doctorate or a terminal degree, plus; at least eight (8) years of full-time service in a college or university, including at least five (5) years at the rank of Associate Professor, or;
B. Outstanding merit as recommended by the department involved and approved by the College President or his representative/designee.
C. Appropriate equivalency as recommended by the department involved and approved by the College President or his representative/designee.

5.3.5 The President may, in rare instances, where he perceives that a tangible injustice would be committed, recommend a member to the Board for promotion for reasons of outstanding merit or appropriate equivalency despite the refusal of the member's department to so recommend.

5.4 The designation of Emeritus Professor shall be bestowed by the Board upon retiring members of the full-time faculty upon recommendation of the department and/or approval by the College President or recommendation by the College President. Emeriti shall be afforded at least the following privileges: full library privileges, catalog listing, a printed certificate, professional use of the title, invitations to college functions, and inclusion on the mailing lists for all college publications.

5.5 When a Senate makes a written recommendation to the President, the President shall acknowledge and respond to the recommendation in writing within fifteen (15) school days of receiving the Senate's recommendation.

5.6 A majority of the membership in the College Senate shall be drawn from the faculty.

5.7 The College Senate shall adopt a written constitution and bylaws upon ratification by a majority of its constituency. The College
5.13 Departments shall express their decisions by majority vote of full-time members, except where otherwise provided by this Agreement or in the department's by-laws.

5.14 The department shall have responsibility for the content and development of courses, curriculum and programs of study within its discipline, research and service, and for evaluation of the performance of department members, subject to all other provisions of this Agreement.
The academic department may establish and administer policies on grading and admissions to and academic standings in its programs, provided such policies are consistent with college-wide policies.

5.15 Each department shall have written by-laws consistent with this Agreement describing its structure and procedures; such by-laws shall require approval by a majority of the full-time department members. A copy of such by-laws shall be filed with the College Senate, the respective Dean and the Vice President for Academic Affairs.

5.16 Each department shall keep minutes of all department meetings, and meetings of its standing committees and, with the exception of DEC minutes, such minutes will be available to all department members, the respective Dean and the Vice President for Academic Affairs.

5.17 The department chairperson has the dual responsibility of leading the department in fulfilling its responsibilities in academic and personnel areas and of facilitating the functioning of the department in all its varied activities. The department chairperson is the normal channel of communication between the department, other departments, divisions, offices and the administration.

5.18 The department chairperson shall be chosen for a term not to exceed three (3) years. The exact mode of choice and term of office shall be determined by mutual agreement between the College Senate and President of each College.

5.19 In specific articles of this Agreement where the action of the College President is predicated upon receipt of a recommendation from a faculty body and where a time interval for such recommendation is prescribed by this Agreement or developed between a College Senate and a President pursuant to this Agreement, the President may act seven (7) days after the time limit established in this Agreement or pursuant to this Agreement has elapsed without receipt of such faculty recommendation. Actions by the President in such instances shall be reasonable and consistent with the terms of this Agreement.
ARTICLE 6
COUNSELORS

6.1 The duties of counseling faculty shall include counseling in all areas essential to the student and academic community, consultation with teachers, administrators and parents; completing the necessary reports and other supporting paperwork.

6.2 Where applicable, present counseling faculty shall be returned to their instructional faculty rank held prior to the issuance of the Personnel Policies adopted June 13, 1975, and subsequently revised and, also tenured appointment if previously held. Those who did not hold tenure will continue on continuing appointment, if so held or be eligible for such. "Continuing Appointment" shall be defined as the right of a member to continuous employment in the member's college, which may be terminated only for cause as defined below in Article 16 or upon reaching the mandatory retirement age of 70.

6.2.1 Counselors shall be listed in the College Catalog identified by their counselor rank and faculty rank where applicable.

6.3 Both parties to this Agreement recognize and endorse the participation of counseling faculty in the governance of the academic community.

6.4 Both present counseling faculty and new appointments shall have one of two choices for their career development:

6.4.1 By mutual consent with any college department, and consistent with that department's practices, they may join a department as a member and enjoy all faculty privileges as established in this Agreement, including promotion through the instructional faculty ranks in conformance with the standards for such ranks. Such counselors must teach at least three credit hours per year.

6.4.2 Those counselors not joining a department will be eligible for continuing appointment and promotion through the counselor ranks. The standards of rank for counselors I, II, III, and IV shall be exactly those in Instructor, Assistant Professor, Associate Professor, and Professor respectively. Promotion shall be recommended by the college-wide Promotion and Tenure Committee.

6.5 Reduced time in the Counseling Center will be provided to counseling faculty teaching in a department appropriate to such responsibility. The amount of this reduced time shall be determined by mutual agreement among the individual counselor, Director of the Counseling Center or Dean of Student Affairs where applicable.

6.6 Counselors will work an average of thirty-five (35) hours per week over a ten (10) month work year. However, as the scheduling or such work requires considerable flexibility in order for the counselor to effectively meet his duties, such work schedules will be mutually determined by the
individual counselor and his Director or Dean of Student Affairs where applicable.

6.7 Counselors will receive one and two-thirds (1 2/3) vacation days per each month worked, and also all state holidays that occur during their scheduled work year.

6.8 To insure confidentiality in student counseling, counselors will be provided with private offices, in which every effort will be made to make them as sound proof as possible. Where possible, waiting areas will be provided in the Counseling Center. In addition, access to a secretary will be provided.

6.9 It shall be the goal of the Connecticut State College System to have no less than one (1) counselor for every one thousand (1000) FTE day students or fraction thereof on each college campus.
ARTICLE 7

LIBRARIANS

7.1 In recognition of the professional status of librarians and to capitalize on current State College Personnel, the library director will meet on a regularly scheduled basis with his staff in order to discuss goals, policies and service objectives of the library in the academic community.

7.2 Subsequent to the meeting with the library director, the library faculty will meet independently to discuss ways and means by which the goals, policies and service objectives of the library can be fulfilled with given library resources. The library faculty will reduce their recommendations, including recommended personnel actions, to writing for transmittal to the library director. In order to facilitate ongoing communication with the library director on these matters, the librarians may select a spokesperson who shall act as an interface on such matters. In addition, this spokesperson shall act as facilitator for participation of the library faculty in the academic community. Both parties to this Agreement recognize and endorse the participation of library faculty in the governance of the academic community. Library faculty, in conjunction with the library director, shall strive to develop a system of peer participation regarding library division affairs.

7.3 The duties of the library faculty shall include: central responsibility for developing the library collections, for extending bibliographic control over those collections, for instructing students both formally in the classroom and informally in the library, and for advising faculty, scholars, and the community in the use of these collections. Library faculty will normally be assigned general responsibilities within a particular area of competence.

7.4 Library faculty in performance of their various professional responsibilities shall be scheduled for no more than 35 hours per week, some of which may be performed elsewhere than in the library building.

7.5 The library faculty's schedule shall be based on academic program need. Such schedules shall be recommended by the librarians for review and approval by the Director.

7.6 The recommendations of the American Library Association concerning the recommended numbers of support staff per librarian shall be the goal of the Connecticut State Colleges.

7.7 The work year of librarians shall be twelve (12) months with twenty (20) vacation days. Vacation time for librarians shall be calculated at the rate of one and two-thirds (1 2/3) or (1.66) days per month of employment.

7.8 A library faculty member may teach up to three credit hours per semester with the approval of the library director. Library faculty members shall be compensated on a released time basis as follows:
The number of credit hours taught per week divided by the number of weeks per semester multiplied by thirty-five (35) equals released time per week.

7.9 Librarians engaged in the purchase of serials and continuing items shall be competent to commit funds in advance for standing orders and the like; the amount of such commitments shall not exceed twenty-five (25%) percent of that year's annual budget for acquisition. Such amounts will be calculated without reference to budgets for subscription and contractual services such as, but not limited to, service contracts for maintenance of mechanical equipment book-binding service and the like.

7.10 The standards for rank for Librarians I, II, III, and IV shall be exactly those of Instructor, Assistant Professor, Associate Professor, and Professor respectively. Promotion shall be recommended by the college-wide Promotion and Tenure Committee.

7.11 Where applicable, present library faculty who hold a tenured appointment shall continue to hold such appointment. Those who did not hold tenure will continue on continuing appointment, if so held, or be eligible for such appointment. "Continuing appointment" shall be defined as the right of a member to continuous employment in the member's college, which may be terminated only for cause as defined below in Article 16 or upon reaching the mandatory retirement age of 70.
ARTICLE 8

WORKING CONDITIONS

8.1 Working Conditions: Working conditions may be categorized into those pertaining to professional matters and those involving the health, safety, and security of all persons when using state property. Professional working conditions are those that directly affect a member's ability to adequately perform his duties. If high standards of excellence are to be sought in the system, professional working conditions must be maintained and improved at a level of high quality. The ideal standards include: an office for each member equipped with a telephone and those furniture items pertinent to his assigned responsibilities, e.g., sound-proofing for counselor's offices, instructional spaces equipped with up-to-date instructional equipment, materials and aids, adequate support services and appropriate library holdings such that a maximum amount of the member's time will be devoted to his assigned duties and responsibilities.

In order to safeguard the health, safety, and security of all personnel, students, and the public, and in order to avoid liability, the parties shall make every effort to attain and maintain the standards prescribed and recommended by OSHA, NFPA, and local, state, and federal ordinances and guidelines.

8.2 Committee on Working Conditions: It is recognized that the problems and priorities will differ on each campus and involve the interests of the entire college community. Therefore, the Senate on each campus shall establish a joint Committee on Working Conditions consisting of two (2) administrators, four (4) faculty members (each from different areas of interest), two (2) representatives from the classified personnel, and one (1) student representative selected by the student governing body. The rules governing this committee and its actions must be approved by the local college Senate and Administration. This Committee will be empowered to:

...identify and investigate working condition problems on each campus; prioritize the problems; obtain cost estimates to resolve the problems and make recommendations for budgetary submissions to the Legislature relative to such problems.

...develop a budget request formula on each campus to be utilized in proposing budget requests each year to the Legislature on matters pertaining to working conditions. As soon as the aforementioned formula is developed by the Committees it will be submitted to the Chief Financial Officer of the CSC Central Office for review and approval. Subsequent to this latter approval, it will be utilized by the CSC system in developing the amounts of budget requests to the Legislature for items related to working conditions. These requests will indicate any possible liability situations.

...in consultation with the local management assign the distribution of funds that are available to deal with the problems
identified and prioritized on each campus.

8.3 Space Security  In order to provide adequate security and protection of personnel, property, and equipment, all areas will be provided with adequate locks and patrol of the campus by security personnel. Each faculty member shall be provided with access to areas pertinent to his responsibilities including a key to the building containing his office, in accordance with local campus policy as determined by the College President in consultation with the Committee on Working Conditions. Local campus policies will address the problems of control and responsibility governing any keys assigned to members.

8.4 Parking Spaces. All faculty members will have a free parking space as close to their assigned office as possible. Parking spaces will be included in the patrol duties of the security department.

8.5 Support Services

8.5.1 Department secretaries will be available in their departmental office throughout the calendar year except during registration periods or where working conditions within the building dictate they be moved. Secretarial and clerical staff will increase in accord with departmental needs, dependent upon number of authorized positions available and funding.

8.5.2 Work study students and/or paid student assistants will be provided for department and campus services where such assistance will facilitate the provision of college activities and where the number of students available is limited, priorities will be assigned by the Committee on Working Conditions.

8.5.3 Duplication of instructional materials and professional work, directly related to college activities shall be free of charge and readily accessible, including adequate copying machine services for faculty and support service use. It is recognized that if the latter privilege is abused, departmental budgets for such services will be instituted for control purposes. Judgment of abuse will be decided by the Committee on Working Conditions.

8.5.4 The present campus schedules for interdepartmental and extra-college mail services shall be maintained.

8.5.5 For payroll and record purposes each department chairperson will submit a statement only of days absent from assigned duties for each member of a department, indicating whether they are sick leave days, personal leave days, etc. A faculty member may have his pay checks deposited directly in the bank (by making the necessary local arrangements). Paychecks may also be picked up by the departmental secretary or a designated departmental representative.

1At a department's option, the secretary's responsibility at registration may be filled by a department member.
8.5.6 Faculty members will have access to free copying services in the libraries for duplication of reasonable amounts of professional material. The libraries will provide inter-library loan services to the faculty in order to facilitate obtaining reprints, instructional materials, journals, and books not contained in their holding. Every effort will be made to improve the conditions of the CSC libraries in order that appropriate instructional standards may be achieved. To this end, a subcommittee of the Committee on Working Conditions will study the quality of the present holdings and in cooperation with the BOT a separate request for appropriations will be made to the Legislature to provide special funds on a pro-rated basis to ameliorate these conditions and bring the libraries in time to the accepted ALA standards.

8.5.7 Equipment and Supply Budgets Each college will allocate funds from its annual budget to departments for the purchase of equipment and supplies. The allotments will be made by the local College administration after consultation with the Departments involved. Barring demonstrable fiscal exigencies such allocations shall not be arbitrarily withdrawn, reduced, postponed or cancelled once made.

8.5.8 Professional Organizations Members with specific duties in a national, regional or state professional organization will receive funding and secretarial support for activities which bring credit to the State Colleges within the limits of budgetary constraints. Arrangements for such support shall be by the member in consultation with the chairperson of his department and the appropriate Dean. This clause shall not be construed to include labor organizational activities involved with collective bargaining and related matters.
9.1 It is recognized that faculty work outside specific requirements updating their skills through appropriate review of professional journals, participation in curriculum revisions, course updating, pursuit of research, publication and similar related activities.

Work year for Teaching Members: The work year for all members of the bargaining unit, excluding librarians and counselors, shall be that period which begins on the first day of the academic year as published by the Board and terminates on the last day of the published academic calendar; 1977-78 August 30–May 31; 1978-79, August 30 – May 31. For all teaching members of the bargaining unit, the academic year shall be two (2) semesters. Each semester shall be for a maximum of seventeen (17) weeks including seventy-five (75) days of instruction and evaluation and ten (10) days for registration, academic counseling, convocations and and statutory paid holidays, exclusive of Saturdays and Sundays. The semester shall not include scheduled vacations. The spring semester shall also include the commencement exercises no later than fifteen days after the end of the final examination period.

9.1.1 A three hundred (300) Student Contact Hour LDE ratio shall be the goal for the Connecticut State College System.

9.2 Except where otherwise provided in this Agreement, credit hour equivalent for instruction shall be:

One (1) class hour of lecture equals one (1) hour load credit
One (1) class hour science laboratory equals three quarters hour load
One (1) class hour industrial/technical lab equals three quarters hour load
One (1) class hour of physical education equals three quarters hour load
One (1) class hour of psychology laboratory equals three quarters (3/4) hour load
One (1) class hour of fine arts laboratory equals three quarters (3/4) hour load.

Where three quarters hour load credit is not currently assigned to the above activities, the load hour credit shall be improved to equal three quarters (3/4) hour load credit by fall semester 1978.

9.2.1 Supervisors of student teachers shall earn a minimum of one (1) hour of load credit for each two (2) students supervised.

9.3 The provisions of this section shall not be construed as permitting an increase in traditional class size norms. The purpose of additional credit for instruction of large classes is to insure increased instructor time to meet student needs. The instructional load for teaching members shall be twelve (12) credit hours per semester. Credit in excess of normal credit hours for a 3 SH course shall be allowed for classes which fall within the following range:
9.4 Credit hours allowed for specialized assignments such as social work practicum, field experience, nursing clinical practice, coaching, athletic training, thesis supervision, independent study direction, and instructional student activities will be determined in letters of agreement to be negotiated between the chief academic officers of the respective colleges and CSC-AAUP in consultation with the Executive Director for the CSC or his designee. These letters will be affixed to and become part of this contract within ninety (90) days.

9.5 In cases in which a teaching member's load in any semester is either below or in excess of twelve (12) credit hours, that individual will within the next three semesters have an altered load which assures an average of twelve (12) credit hours per semester.

9.6 Released Time
Credit for purposes of determining load will be determined by the appropriate Dean in cooperation with the department chairperson. Chairpersons shall receive credit for their responsibilities under the following formula:

<table>
<thead>
<tr>
<th>Full Time Department Members</th>
<th>Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>3</td>
</tr>
<tr>
<td>6-15</td>
<td>6</td>
</tr>
<tr>
<td>16-25</td>
<td>9</td>
</tr>
</tbody>
</table>

In departments having more than twenty-five members, three credit hours will be allowed for an assistant chairperson for specific administrative duties. Additional released time for administrative and quasi-administrative duties performed by teaching members may be allowed. No teaching member of the bargaining unit shall teach less than three credit hours per semester.

9.7 No member with a class, college or department assignment scheduled after 6:00 P.M. on one day shall be given any assignment prior to 9:00 A.M. on the next day without the member's consent.

Recommended scheduling of all academic assignments shall be submitted by the department through normal channels to the Office of the Registrar.
Conflicts shall be resolved by the appropriate Dean or Vice President working cooperatively with the department chairperson and the registrar.

9.8 In staffing of instructional assignments throughout the college, summer session, and intersession assignments, full-time faculty shall be the primary source of personnel.

9.9 Teaching members are expected to be available to meet their obligations and student needs and shall be required to hold office hours appropriate to the needs of their students and their academic discipline. Each member shall schedule and conduct at least five (5) office hours per week. Office hours shall be scheduled at least three (3) teaching days per week in agreement with the department chairperson and will be posted on the appropriate departmental office bulletin board and reported by the department chairperson to the appropriate Dean or Vice President. This requirement may be temporarily increased by the appropriate Dean during registration periods. The Board and CSC-AAUP agree that all students will be given adequate advising by faculty during registration and throughout the school year to assure the pursuit of sound educational objectives.

9.10 Visiting or part time faculty shall not teach more than twenty (20) percent of the credit hours in any department of the day college. This requirement does not include temporary substitutes. Exceptions may be made by agreement between CSC-AAUP and the College President.
ARTICLE 10

SUMMER SCHOOL-INTERSESSION

10.1 For purposes of the Agreement, (a) "summer session" refers to one or more sessions of classes and/or other organized educational activities which are scheduled to occur between the end of the Spring semester and the beginning of the Fall semester, and (b) "intersession" refers to one or more sessions, classes and/or other organized educational activities which are scheduled to occur between the end of the Fall semester and the beginning of the Spring semester or during another period outside of the normal academic year. Current arrangements which benefit the members of the bargaining unit shall be continued and improved when possible.

10.2 Summer Session and Intersession Compensation Base pay for summer session for 1978 and any intersession scheduled for 1978 shall be increased by 12% as reflected in the new rate schedule below:

<table>
<thead>
<tr>
<th>Per Credit Hour</th>
<th>5SH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prof. $465.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Assoc. $400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>Asst. $330.00</td>
<td>$1,980.00</td>
</tr>
<tr>
<td>Inst. $295.00</td>
<td>$1,775.00</td>
</tr>
</tbody>
</table>

10.3 Scheduling Tentative agreements for summer session employment shall be offered not later than April 1st of each year and for intersession not later than October 1st of each year.

10.4 Joint Summer Session Intersession Committee Within sixty (60) days after the effective date of this Agreement, a committee of four (4) designated CSC-AAUP representatives and four (4) designated management representatives shall be established to bring recommendations to CSC-AAUP and the Board to meet the following goals:

A. To attain general fund support for the intersession and summer session of the Connecticut State Colleges.

B. To provide a credit-hour-equivalent compensation policy for department chairpersons with summer session responsibilities at the local campus.

C. To develop a class cancellation policy consistent with the knowledge and expertise of the department chairpersons on the local campus.

D. To provide such other information to both CSC-AAUP and the Board as will be useful in a full negotiations of summer school and intersession compensation and policy.

10.5 Said Committee shall report its finding to CSC-AAUP and the Board as soon as possible on or before April 1, 1978. Negotiations for the summer session and intersessions shall begin not later than May 1, 1978.
ARTICLE 11

COMPENSATION

11.1 The parties to this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs.

11.2 Salary Adjustments

11.2.1 Effective December 31, 1976, individual salaries shall be increased by 6.6% of the base salary being received as of February 2, 1977 prior to implementation of this Agreement. The initial base salary is defined by the member's rank and step on the compensation schedule effective February 2, 1977. The base salary for all other purposes is the member's initial base salary adjusted as per this Agreement.

11.2.2 Effective August 26, 1977, individual salaries shall be increased by seven (7%) percent of the base salary being received as of August 25, 1977.

11.2.3 Effective August 25, 1978, individual salaries shall be increased by five (5%) percent of the base salary being received as of August 24, 1978. In addition, each member's bi-weekly base pay shall be increased by nineteen dollars and five cents ($19.05) as of August 25, 1978, that is by $400 during fiscal 1978-79. This latter increase is intended to partially offset the effect of the increment lost in 1972-73.

11.2.4 Except for the purpose of librarian promotion prior to June 30, 1978, it is understood that the incremental step system which has existed pursuant to Statute 5-210 is no longer in effect.

11.3 Entry Levels

Entry levels for the four academic ranks shall be as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>1977-78</th>
<th>1978-79</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor</td>
<td>$12,750</td>
<td>$13,350</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$14,200</td>
<td>$14,850</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$17,800</td>
<td>$18,450</td>
</tr>
<tr>
<td>Professor</td>
<td>$20,800</td>
<td>$21,500</td>
</tr>
</tbody>
</table>

11.4 Librarians

11.4.1 For purposes of this section only, the terms "salary group" and "salary step" refer to the various groups and steps of the Connecticut Salary Schedule in effect Feb. 2, 1977, and "adjusted salary step" means a salary step of the May 10, 1974
11.4.2 In order to provide librarians with compensation commensurate with their responsibilities and status as described in Article 7 of this Agreement, the parties agree that librarians' pay shall be adjusted as follows:

During fiscal 1976-77 and 1977-78, librarians' pay shall be adjusted in accordance with 11.2 above. On July 1, 1978, a librarian who was on a particular step of a salary group for Librarian 1, II, III, or IV as of December 31, 1976, and who was not promoted between December 31, 1976 and June 30, 1978, shall be paid at a rate equal to the corresponding adjusted salary step of salary group 16, 20, 25, or 28, respectively. If said librarian is promoted between December 31, 1976 and June 30, 1978, his promotion shall follow the usual procedure as used prior to this Agreement, and his new step shall become the operative librarian rank step for purposes of the July 1, 1978 salary adjustment as described herein. In addition, if said librarian's new base salary after promotion has not been increased over his pre-promotion base salary adjusted as per this contract by at least the amounts listed below, his new base salary shall be adjusted to include such an increase.

Minimum increase for promotion shall be: To Librarian I - $400; to Librarian II - $500; to Librarian III - $600; to Librarian IV - $700.

11.5 Promotions

11.5.1 Promotion in rank is the principal method by which the academic community recognizes merit in teaching, research and intellectual or artistic contribution to a learned campus society. Accordingly, the State College System makes available a number of promotions each year to recognize the contribution of its members.

11.5.2 The parties agree that the cost of promotions will continue to be financed within the appropriation for Personal Services inasmuch as the cost of promotions normally is offset by savings in Personnel costs.

11.5.3 For the duration of this contract, compensation for promotions shall be effected by adding a fixed dollar amount to the annual base salary in addition to the adjustments described in Section 11.2, according to the following schedule:

- To Instructor $400
- To Assistant Professor $500
- To Associate Professor $600
- To Professor $700

1 To facilitate the award of the many needed promotions in 1977-78, each member promoted in that year shall receive only 90% of the stated promotion adjustment during that year.
If a member's promotion adjustment as described herein results in a base salary which would be less than the entry level salary of his new rank, that new rank entry level salary shall be the member's new base salary.

11.6 Inequities The Board and CSC-AAUP shall each appoint two individuals to a study commission to investigate whether inequities in salary exist among members because of the transition from the previous promotion compensation system to the one described herein. This commission shall report to the Board and CSC-AAUP its findings and recommendations for cure of any inequities found. The Board hereby agrees to implement any cures of inequity which are proposed for 1978-79 by the study commission, approved by CSC-AAUP, and can be accomplished for total cost not exceeding $20,000.

11.7 Professional Enrichment The parties agree that at least $28,000 of the fiscal 1978-79 budget shall be allocated for professional enrichment purposes. Such purposes include (but are not limited to) professional travel for educational purposes, payment of page charges for publication in learned journals, and sabbatical leaves.
ARTICLE 12

LEAVES AND FRINGE BENEFITS

12.1 Personal/Religious Leave Up to three (3) days of personal leave with pay may be taken within each calendar year. To be eligible for personal leave a member must have been in the employ of the Board of Trustees on a full-time basis for six (6) months. Members who desire such leave are required, except in an emergency, to inform the Department Chairperson in advance. Personal leave of absence days not taken in the calendar year in which they are granted shall not be accumulated. Religious leave in excess of the three (3) personal days may be taken without loss of pay if the Department Chairperson is satisfied that the member's responsibilities will be met.

12.2 Sick Leave All full-time members accrue sick leave with pay for continuous service at the rate of one and one-quarter (1¼) days per calendar month of contracted service from the date of initial employment. Each full-time member shall be credited at the commencement of the work year with a full work year's anticipated sick leave accrual. (For example, a 10 month employee would be credited with a total of 12.5 sick leave days, $1\frac{1}{4} \times 10 = 12.5$ days, $1\frac{1}{4} \times 12 = 15$. The number of days credited shall be based upon the member's work year. A member who has been credited with a full work year's sick leave days and whose services with the Connecticut State College system are terminated prior to the end of the contract year for whatever reasons (termination, resignation, retirement) shall have deducted from his terminal salary any sick leave days used beyond what he would have received at the accrual rate of $1\frac{1}{4}$ days per month.

All part-time faculty 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 (1¼) 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 member for the following reasons: (1) incarceration for duty; (2) dental, medical or eye examination or treatment for which arrangements cannot be made outside of working hours; (3) when presence at work will expose others to contagious disease; (4) in the event of death in the immediate family, when as much as three (3) working days' leave with pay shall be granted (immediate family means husband, wife, father, mother, sister, brother, or child, or any other relative who is domiciled in the faculty member's household) (5) if critical illness or severe injury in the immediate family creates an emergency which requires the attendance or aid of the professional staff member, when up to three (3) working days with pay in a calendar year shall be granted; (6) the President may also grant necessary time, not to exceed in the aggregate a total of three (3) 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. 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 where appropriate; leave of any duration if absence from duty recurs.
frequently or habitually provided the employee has been notified
that a certificate will be required; leave of any duration when
evidence indicates reasonable cause for requiring such certificate.

12.3 Compensation at Retirement Upon retirement, pursuant to
Connecticut General Statute, Chapter 66, or Chapter 167, a faculty
member shall be compensated at the rate of one-fourth (¼) of his daily
salary for each day of sick leave standing to his credit as of his
last day on the active payroll, up to a maximum of an equivalent
of sixty (60) days pay.

12.4 Maternity Leave An employee is entitled to a maternity leave
of absence for a period of four (4) months. During the period of
actual disability, sick leave shall be granted under exactly the same
terms and conditions that sick leave would be granted for any other
temporary disability. "Disability" is defined as the hospital stay
and any period prior to and subsequent to delivery certified by the
attending physician as that period of time when an employee is unable
to perform the requirements of her job. The employee shall be grant­
ed the use of earned vacation time and/or leave without pay.

Upon expiration of maternity leave the employee may be granted a
child rearing leave which will be granted in accordance with Section
12.7 of this Agreement (State Statute to retain seniority, etc.).

12.5 Sabbatical Leave Sabbatical leave is educational leave. Sabbatical
leaves are granted only for the benefit of the Connecticut State Colleges
and must be for purposes of scholarly and creative endeavors that
advance the professional competence, enrich the teaching, or enhance
the research of the member to the benefit of the Colleges. Upon the
completion of six (6) years of full-time service, a member is eligible
to be considered for a sabbatical leave. After a sabbatical leave,
a person does not again become eligible until the completion of an
additional six (6) years of full-time service. The number of sabbatical
leaves available each year is limited and depends upon the availability
of funds. Leaves are granted without regard to seniority or the num­
er of years a person has been eligible for a sabbatical. Proposals
for such leaves must be submitted in writing as prescribed in College
regulations. Each proposal will be judged on its merits through a process
proposed by the College Senate and approved by the College President.
The Board of Trustees will grant sabbatical leaves only upon the rec­
ommendation of the College President. A sabbatical leave may be
granted for either a full year at half pay or a half year at full pay.
An employee on full-time pay shall continue to accrue sick leave, long­
evity credit, and retirement credit. An employee to be eligible for
longevity payment during the sabbatical year must be on the payroll
on either April 1 or on October 1 of the year in question.

12.6 Educational or Professional Leave Members may receive at the
discretion of the President leave with pay for up to five (5)
working days for each occurrence which may or may not be consecutive.
Such leaves must be for the benefit of the Connecticut State Colleges
and may include such activities as attendance at conventions, profes­
meetings or taking part in seminars devoted to an appropriate subject. Leave to attend AAMP conferences or conventions is not covered by this Section but is covered by Article 18 of this Agreement.

12.7 Leaves Without Pay. Upon the recommendation of the College President, unpaid leaves of absence for one semester or one year may be granted to members by the Board of Trustees. Applications shall be filed not later than October 1 or February 1 preceding the semester in which the leave is requested. Unpaid leaves of absence may be extended by the Board for a second year. During an unpaid leave, a member may exercise the option of continuing all benefits normally provided by the College by paying all of the required premiums for such benefits. While on unpaid leave, a member shall remain an employee of the College; however, the period of any such leave shall not be considered a period of service for purposes of salary and fringe benefit calculation, seniority, or eligibility for tenure or sabbatical leave.

12.8 Military Leave. Military leave shall be granted in accordance with state and federal statutes.

12.9 Jury Leave. Any member of the bargaining unit who serves on a jury shall be entitled to receive full pay and benefits for the duration of such duty in return for relinquishing all fees for such jury duty to the Board of Trustees.

12.10 Vacations

12.10.1 After six (6) months of continuous employment in State service, full-time librarians and counselors employed on a 10 month basis are entitled to a total of 16.66 working days of vacation accrued at the rate of one and two-thirds (1 2/3) days per calendar month of service.

12.10.2 After six (6) months of continuous employment in State service, part-time counselors and librarians employed on a 10-month basis are entitled to vacation accrued at the rate of one and two-thirds (1 2/3) days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

12.10.3 After six (6) months of continuous employment in State service, full-time counselors and librarians employed on a 12 month basis are entitled to a total of twenty (20) working days of vacation each calendar year accrued at the rate of one and two-thirds (1 2/3) days per calendar month of service.

12.10.4 After six (6) months of continuous employment in State service, part-time counselors and librarians employed on a 12-month basis are entitled to vacation accrued at the rate of one and two-thirds (1 2/3) days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.
12.10.5 Vacation days do not accrue during any month during which a counselor or librarian is on leave of absence without pay for more than five (5) days.

12.11 Holidays Librarians and counselors shall be granted time off with pay for the following holidays if these holidays fall within their work year:

- 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

A College President or his designee may require an employee to work on a holiday in which case the employee shall be granted compensatory time off. Compensatory time off must be utilized in the calendar year in which it accrued.

If one of the holidays listed above falls on a Saturday or Sunday, the librarian or counselor shall be granted equivalent time off on the Friday immediately preceding such Saturday or Sunday or given another day off in lieu thereof.

12.12 Insurance and Retirement Benefits State and Federal fringe benefits uniformly available to all State employees pursuant to state and federal law shall continue to exist during the term of this contract. Except as specifically modified by this Agreement, state and federal fringe benefits uniformly available to bargaining unit members as of the date of signing this Agreement shall continue to exist during the term of the contract unless specifically modified by state or federal legislation.

12.12.1 Retirement The present retirement plan provided by Chapter 167 of the Connecticut General Statutes and by Public Act 75-636 shall be continued for eligible bargaining unit members. Irene Glasser, an ECSC faculty member who failed to join the State Retirement system on employment at ECSC, shall be allowed to join the State Retirement System on the same basis as a new employee.

12.12.2 Individual Retirement Annuities Benefits shall be made available on a voluntary basis to eligible members as provided in Section 5-264 of the Connecticut General Statutes, whereby under certain conditions the Board of Trustees of the State College System may enter into an agreement involving purchase of an individual retirement annuity contract that will qualify for income tax benefits.

12.12.3 Medical and Dental Insurance Members shall continue to be eligible for the State's hospitalization and medical and surgical insurance plan pursuant to Section 5-259 of the Connecticut General Statutes, as were available to members on the date of signing this Agreement.
Effective January 1, 1979, members shall be entitled to receive a Blue Cross Dental Indemnity plan or an alternative as agreed to in the CSEA Master Contract for State Employees effective July 1, 1977 - June 30, 1979.

12.12.4 Group Life Insurance Members shall continue to be eligible to participate in the State's group life insurance plan pursuant to Section 5-257 of the Connecticut General Statutes, as was available to members on the date of signing this Agreement.

12.13 Longevity Payments During the term of this Agreement, semiannual longevity increases (as described by Public Act 67-657) shall be provided to eligible members. For purposes of this benefit only, the annual salary increase in P.A. 67-657 shall be deemed to be 3.6% of the entry level salary for members in that academic rank or its equivalent.

12.14 Course Privileges Subject to the approval of the receiving college, a permanent, full-time member with at least six (6) months of service and his dependents may take courses without tuition or State College fee at any college within the Connecticut State College System on a space available basis, provided, however that participation in said courses shall not interfere with the member's employment obligations. Individuals taking courses on this basis may be admitted to a course in which space is not available, at the discretion of the instructor. Admission of member or dependents to a course shall not be counted toward overload credit as described in Section 9.3 of this Agreement. Cost of this provision shall be absorbed.

12.15 The Board shall provide the optional mechanism of payroll deduction for all employee contributions authorized by law.

12.16 Each member of the bargaining unit shall be provided with a written accounting as of October 1 of each year setting forth the member's current status on the following items:

- Amount of cumulative annual sick leave
- Current salary
- Years of credit toward retirement
- Years of credit toward longevity payment
- Years of eligibility for next sabbatical leave
- Termination date for members on pre-tenure contracts
- Years of credit potentially applicable toward tenure.

12.17 Member Benefits Study Commission The Board and CSC-AAUP hereby agree to appoint two (2) members each to a commission to study ways and means of improving the "fringe" and retirement benefits of members of this bargaining unit. This commission shall report its findings and recommendations to the Board and CSC-AAUP by October 10, 1978.
ARTICLE 13

TRAVEL AND ENERGY CONSERVATION

13.1 Professional Travel In order to maintain a member's professional excellence and interest in his areas of competence, he must have access to the latest information in his field and have an opportunity to exchange ideas with other professionals in his area of expertise. This may be achieved through attendance at meetings, workshops, conferences, etc. Active participation in such matters not only brings prestige to the institution but helps demonstrate a faculty member's professional growth. As the needs and changing programs for the state colleges have increased the needs for funds for such purposes, the requests for travel budgets by the BOT to the Legislature each year will strive to reach a goal of $100/year per FTE faculty member. (Note: such travel funds are not for attendance at meetings whose subject is collective bargaining or closely related matters.)

13.1.1 Dispensation of Funds Within the Current Expense funds appropriated to the Board of Trustees, the Board shall have full authority to allocate funds to travel and to authorize the expenditure of such funds for out-of-state travel under the authority of the President of each college. The President shall consult with his cabinet and the Senate President in assigning the travel funds.

13.2 Use of Private Vehicle If a faculty member uses a private vehicle for travel on college business, or for professional travel within the restrictions described in Section 13.1 above, the state will reimburse him for such use at the standard GSA rate for that year. If a faculty member uses a vehicle provided by the college for travel for college business, he shall be reimbursed for out-of-pocket expenses incurred at the current state rate.

13.3 Energy Conservation

13.3.1 CSC-AAUP and BOT agree that resources supporting the state college should be concentrated on student-faculty needs and related support. In addition, the college community should set a public example in conservation of energy resources and an incentive system for energy conservation should be established on each campus.

13.3.2 A base line energy consumption shall be computed for each campus as follows:

\[
\text{Gallons/degree day} = \frac{\text{# of gallons consumed Fiscal '1976'}}{\text{# of degree days heating season '1976'}}
\]

The same calculation shall be carried out for Fiscal 1975 and the average for the two seasons computed as the Base Line Oil Consumption Factor.
13.3.5 Addition of buildings and the state's provision of energy-saving or energy-consuming facilities to a campus shall result in a correction in the base line consumption factors mutually agreed upon by CSC-AAUP and the Board of Trustees.

13.3.4 The energy consumption year shall end May 30 and begin June 1 of the previous year for purposes of the above calculations. Budgetary savings computed as of May 30 shall be transferred prior to June 15 pursuant to Section 13.3.3. Energy consumption data shall be made available to CSC-MUP.

13.3.3 Fifty percent (50%) of the dollar value of energy savings, if any, shall be transferred to a "travel trust account" on each campus during the life of this Agreement. Twenty-five percent (25%) shall be a bonus to be divided among the maintenance staff. Twenty-five percent (25%) shall be returned to the General Fund. Savings, if any, shall be calculated as follows:

\[
\frac{\# \text{ of gallons oil used } 1977 \times \text{Base Line Oil Consumption Factor}}{\# \text{ of degree days } 1977} = \text{Gallons oil saved } 1977
\]

\[
\# \text{ of degree days } 1977 = \text{Gallons oil saved } 1977
\]

\[
\# \text{ of gallons saved} \times \text{average cost per gallon} = \$ \text{ saved (if any)}\text{ and transferred to the travel trust account and maintenance employee bonus (13.3.3) irrespective of other appropriations to the travel account. Base Line Kilowatt Hour Usage - Current year kilowatt usage} \times \text{average kilowatt value current year} = \$ \text{savings (if any) to be transferred as above.}
\]

To place this provision into effect, it is incumbent upon the BOT with the technical assistance of members of the bargaining unit, to install within one year from the date of Legislative approval of this agreement a system of energy measurement which will satisfactorily distinguish between the consumption of oil for heating and air-conditioning and the consumption of electricity for heating, lighting, and air-conditioning.

13.3.4 The energy consumption year shall end May 30 and begin June 1 of the previous year for purposes of the above calculations. Budgetary savings computed as of May 30 shall be transferred prior to June 15 pursuant to Section 13.3.3. Energy consumption data shall be made available to CSC-AAUP.

13.3.5 Addition of buildings and the state's provision of energy-saving or energy-consuming facilities to a campus shall result in a correction in the base line consumption factors mutually agreed upon by CSC-AAUP and the Board of Trustees.
ARTICLE 14
GRIEVANCE PROCEDURE

14.1 Purpose The parties agree that all problems should be resolved whenever possible, before the filing of a grievance. and they encourage open communication between management and members of the bargaining unit so that resort to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances at the lowest possible level. The purpose for this Article is to promote a prompt and efficient procedure for the investigation and resolution of complaints and grievances.

14.1.1 A "grievance" is an allegation or complaint that there has been a violation of the collective bargaining agreement and/ or procedures or prescribed criteria rules established pursuant to this Agreement. Grievances involving discretionary decisions shall be processed solely with respect to whether or not the prescribed procedures were followed and whether or not prescribed criteria rules were observed.

14.1.2 The term "grievant" shall mean a member or a group of members of the bargaining unit or CSC-AAUP in a dispute as defined in 14.1.1 above or management in a dispute as defined in 14.1.1 commencing at step 3.

14.1.3 The time limits indicated herein will be considered maxima unless extended by mutual agreement in writing.

14.1.4 In computing calendar days pursuant to this article, the first calendar day shall be the first full day following the filing of the grievance or the prescribed action.

14.1.5 Termination grievances shall be processed pursuant to Article 16 of this Agreement.

14.2 Informal Procedure for Complaints Any member of the bargaining unit may present informally his complaint to the department chairperson or appropriate administrator, either with or without designated representatives of the CSC-AAUP present, at the complainant's option. Similarly, designated representatives of the CSC-AAUP may informally present and discuss a complaint on behalf of any member or group of members with the department chairpersons or appropriate administrator. The appropriate department or administrative officer or designee shall respond to the complaint within seven (7) calendar days. Any settlement, withdrawal, or disposition satisfactory to the complainant at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances, but shall be a final resolution of the particular complaint. However, such resolution shall not be binding upon the CSC-AAUP unless it participated in the informal procedure and approved the resolution in writing.
14.3 Representation. The CSC-AAUP shall have the right to represent any member covered by this Agreement in grievances filed hereunder, provided members may also elect to represent themselves or be represented by legal counsel. If a member covered by this Agreement elects not to be represented by CSC-AAUP, the Board shall promptly inform the CSC-AAUP in writing of the grievance. A CSC-AAUP representative shall be present at all stages of the formal grievance and arbitration procedure for purposes of fulfilling its statutory obligations pursuant to the State Employees Relations Act (PA 75-566). Resolution of any individually processed grievance shall be consistent with the terms of this Agreement and for this purpose the CSC-AAUP shall be provided with a written statement of the resolution of the grievance if the CSC-AAUP is not involved in representing the member. No resolution of a grievance in which the CSC-AAUP did not represent the grievant shall constitute a precedent. CSC-AAUP shall provide the President of each college with an up-to-date list of authorized grievance representatives at the beginning of each academic year and shall promptly notify the Presidents and the Board of changes during the year.

14.4 Grievance Forms. All grievances and requests for review must be submitted in writing on forms as contained in Appendix C, and shall be signed by the grievant. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, the CSC-AAUP representative may sign such documents for the grievant, subject to later filing of a copy signed by the grievant. The appropriate administrator may refuse consideration of a grievance not filed in accordance with this Article.

14.5 Formal Grievance Procedure. If informal attempts at resolving a complaint do not result in a settlement, a formal grievance may be filed.

14.5.1 Step 1. The grievant shall file a written grievance with the appropriate Dean within thirty (30) calendar days following the act or omission giving rise to the grievance or the date thereafter on which the employee knew or reasonably should have known of such act or omission. For this step or any subsequent step in this formal grievance procedure, the parties may request in writing the postponement for a period of up to seven (7) calendar days of any single action in the process. The initial such request by either party shall be granted. Upon either party's written request, one additional extension of up to fourteen (14) days may be granted by mutual consent of the parties. The Dean shall investigate the grievance, meet with grievant and the CSC-AAUP representative, and shall issue his decision in writing no later than the date of filing of the written grievance within three (3) calendar weeks. Copies of said decision shall be transmitted to the CSC-AAUP and the grievant. In advance of this Step one (1) decision, the grievant and/or the CSC-AAUP shall have the right upon request pursuant to SERA (75-566) to copy document(s) relevant to the grievance, and to present evidence in support of the grievance. In the event that the decision at Step 1 refers to documents not requested or pre-
sented by the grievant, copies of such documents shall be
attached to the decision. The grievant shall have one (1)
calendar week from receipt of the Dean's decision to appeal
that decision to the appropriate Vice President.

14.5.2 Step 2. If the grievant and/or CSC-AAUP is not satis-
fied with the decision of the Dean in step one (1), the grievance
may be appealed in writing to the appropriate Vice President.
The Vice President shall review the grievance and shall issue
a written decision stating the reasons therefor, within two
(2) calendar weeks. Copies of said decision shall be trans-
mitted to CSC-AAUP and the grievant. The grievant and/or CSC-
AAUP shall have one (1) calendar week from receipt of the Vice
President's decision to appeal that decision to the next step.

14.5.3 Step 3. If the grievant or CSC-AAUP is not satisfied
with the decision of the appropriate Vice President in step
two (2), the grievance may be appealed in writing to the
College President. The College President and the local AAUP-
Chapter President or their designee shall review the grievance
and shall issue a written decision within two (2) calendar
weeks after their meeting. A copy of this decision shall be
transmitted to the grievant. The mutual decision of the
Presidents' Grievance Committee shall be final and binding
on all parties. If the two Presidents cannot agree, the
grievance shall automatically be referred to the next step
with written notification to the non-voting conveners of the
State College Grievance Arbitration Committee.

14.5.4 Step 4. In the event that a grievance is not resolved
at Step 3, a State College Grievance Arbitration Committee shall
be formed to review the grievance within one calendar week
after the grievance is referred to Step 4. That committee
shall consist of three (3) bargaining unit members chosen by
the CSC-AAUP, no two from the same campus, and three (3)
administrators, no two from the same campus. The non-voting
co-convenors of this committee shall be the President of the
CSC-AAUP and the Executive Officer for Student, Faculty, and
Staff Affairs. The committee shall promptly be convened and
shall investigate the grievance. Decisions of the Committee
shall be by agreement of four (4) or more members of the Com-
mittee voting by secret ballot. Such decisions shall be final
and binding upon all parties. The Committee shall issue its
decision in writing within three (3) calendar weeks of receiving
the grievance. If the State College Grievance Arbitration Com-
mittee fails to resolve the grievance by a majority vote of four
or more, either CSC-AAUP or management may elect to appeal the
grievance to arbitration. The party electing to appeal to
arbitration shall notify the other party to this Agreement in
writing within fourteen (14) calendar days.
14.5.5 Step 5. In the event that a grievance goes to arbitration, CSC-AAUP and management shall each select a representative who shall in turn select an arbitrator from the list of nine (9) arbitrators appearing in this section; these three (3) persons shall constitute the Arbitration Panel for the Grievance. The selection method shall be as follows:

- The two representatives shall alternately strike one name from the list of arbitrators, until only one name remains; a toss of a coin shall determine who strikes the first name. In the event that the arbitrator selected by this process is not available within sixty (60) calendar days, the arbitrator who was stricken last shall be sought. The arbitrator shall be chosen within seven (7) calendar days of the receipt of written notification of intent to appeal to arbitration.

List of Arbitrators:

1. Archibald Cox
2. William Fallon
3. Marcia Greenbaum
4. Laurence Holden
5. William Post
6. Eric Schmetz
7. Peter Seitz
8. Abraham Siegel
9. Clyde Summers

If no one of the following arbitrators are available within sixty (60) days of filing for arbitration, the parties shall attempt to agree upon an ad hoc arbitrator promptly. If the parties cannot so agree, The American Arbitration Association will be requested to appoint an arbitrator pursuant to its voluntary labor arbitration rules. The cost of the arbitrator shall be borne equally by the parties except as otherwise provided herein. If a transcript is requested by either party the cost shall be borne by the requesting party and shared with the other party. The Panel's decision and award shall be final and binding upon the grievant (subject to applicable law), the CSC-AAUP and the Board.

14.6 Remedy All remedies directed by the panel at steps 4 and 5 herein with the exception of grievances process under Article 16 shall be as follows:

1. If the grievant is upheld, the grievance shall be remanded with a directive as to procedures to be followed.

2. Neither panel shall substitute its judgment for that of a committee, administrators or the Board on questions of substance or merit in discretionary decisions. This Section shall not apply to grievances processed under Article 16.

3. Where general goals are stated said goals shall not be
subject to grievance arbitration hereunder.

The decisions of the Panel shall be consistent with the terms of this Agreement.

14.7 CSC-AAUP may file a grievance over any issue which affects the entire unit or members on more than one campus at the system-wide level (State College Grievance Arbitration Committee). A college AAUP chapter may file a grievance over any issue which affects the entire unit membership on that campus or members in more than one school of that college at the level of Vice President.

14.8 Reservation of Individual Rights Nothing contained in this Agreement shall be construed to limit the rights of individual grievants or the CSC-AAUP to assert claims against the Board or Administration in any court of administrative agency of competent jurisdiction where such claims derive from any federal or state constitutional or statutory provision or regulation or from any other source, including individual agreements, unless such claims derive solely and exclusively from this Agreement.

If a grievant seeks relief for a grievance by judicial means outside the grievance procedure described herein, the processing of his grievance through this internal procedure shall cease, unless both CSC-AAUP and management agree otherwise.
Upon either party's request, the College President and AAUP Chapter
President shall meet at least monthly at a mutually agreeable time
and place to discuss matters of concern, unless they agree otherwise.
Special meetings may be called in emergency situations at times mutu-
ally agreeable to the parties. These same procedures and time
limits shall also apply to the Executive Director of the Connecticut
State Colleges and the President of CSC-AAUP. The parties understand
and agree that such meetings shall not constitute or be used for the
purpose of collective bargaining negotiations.
ARTICLE 16

TERMINATION

16.1 Termination of a member on tenure, continuing appointment, or on a special or pre-tenure appointment before the end of the specified term, may be effected by the College President for "adequate cause" as defined herein, and in accordance with the procedure set forth in Section 16.3. This Article covers termination for cause.

Retrenchment of a member on tenure, continuing appointment, or on a special or pre-tenure appointment before the end of the specified terms are not covered herein. This Article does not cover a member who has completed a term contract.

16.2 "Adequate cause" for termination of a tenured member, member on continuing appointment, or member on special or pre-tenure appointment before the end of the specified term shall be predicated upon substantiated charges related, directly and substantially, to the alleged unfitness of the affected member to discharge his professional responsibilities. Dismissal shall not be used to restrain members in the exercise of academic freedom or other rights of American citizens.

16.3 Dismissal of a member with tenure, a continuing appointment, or prior to the end of a specified contract term, when on a special or pre-tenure appointment, shall be preceded by the following steps, in the order listed.

16.3.1 Confidential discussions between the College President or his designee and the member concerning the probable commencement of dismissal proceedings. These discussions shall include a statement of the specific charges and of the member's rights.

16.3.2 If settlement is achieved in step one (1), the issue shall be deemed resolved. A statement of the terms of the mutual settlement shall become a part of the member's personnel file, if the member so requests. Such settlement shall not be inconsistent with the terms of this Agreement.

16.3.3 If no mutually satisfactory resolution is reached in step one (1) above within two (2) weeks, the matter shall be referred by the College President to the Mediation Committee (see 16.3.4 below) which shall assist the parties in attempting to effect a resolution. Members of the Mediation Committee who are disqualified for bias or interest shall remove themselves from the case, either at the request of a party or on their own initiative. The Mediation Committee shall conclude its role within two (2) further weeks.

16.3.4 The Mediation Committee shall be a college-wide committee of members created at each college by agreement between the College Senate and the College President.
16.3.5 If no mutually satisfactory resolution is reached in step two (2) above within two (2) calendar weeks, the College President shall within ten (10) calendar days send a written statement of charges framed with reasonable particularity to the affected member, the College Termination Appeals Committee, and the President of CSC-AAUP. The statement of charges shall carry with it notice of the affected member's right to a hearing before the College Termination Appeals Committee.

16.3.6 A member whom the President has moved to dismiss will be afforded a hearing before the College Termination Appeals Committee. The member must inform the President in writing of his request for a hearing within thirty (30) calendar days of receipt of the President's decision.

16.3.7 The Termination Appeals Committee shall consist of five (5) members elected by the members of the particular college based upon procedures developed by the College Senate and approved by the President.

16.3.8 Panel Procedures: The operation of the College Termination Appeals Committee and the rights of the member shall be protected in accordance with the following procedures:

16.3.8.1 (A) Pending a final decision by the College Termination Appeals Committee, the member may be suspended by the Administration or assigned to other duties in lieu of suspension, but only if immediate physical harm to himself or others is threatened by his continuance in his former duties. (B) Before suspending a member, pending an ultimate determination of his status through the hearing procedures, the Administration shall consult with the AAUP concerning the propriety, the length, and the other conditions of the suspension. (C) Salary shall continue during the period of the suspension. (D) The member may seek immediate review of any suspension from the College Termination Appeals Committee.

16.3.8.2 College Termination Appeals Committee may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to:

(A) simplify the issues,
(B) effect stipulations of facts,
(C) provide for the exchange of documentary or other information, and
(D) achieve such other appropriate pre-hearing objectives as will seek to make the hearing fair, effective, and expeditious.
16.3.8.3 Service of notice of the hearing, with detailed charges in writing, shall be made upon the affected member and the CSC-AAUP by the Chairperson of the College Termination Appeals Committee at least twenty (2) days prior to the hearing. The hearing shall proceed unless the member waives a hearing in writing. If the member waives a hearing but denies the charges against him or asserts that the charges do not support a finding of "adequate cause", the Committee shall evaluate all available evidence and rest its recommendation upon the evidence in the record.

16.3.8.4 The affected member shall determine whether the hearing should be public or private and no adverse inference shall be drawn from his determination.

16.3.8.5 The member shall be entitled to have an academic advisor and/or legal counsel of his own choice attend and participate fully in the proceedings.

16.3.8.6 The CSC-AAUP and its counsel (if different from the individual's counsel) may also attend and participate in the proceedings.

16.3.8.7 The College Termination Appeals Committee shall grant reasonable recesses to enable either party to investigate evidence as to which a valid claim of surprise is made.

16.3.8.8 If requested by either party, a verbatim record of the hearing or hearings shall be taken and a typewritten copy shall be made to the requesting party. The cost of said material shall be borne by the requesting party—and a copy shall be shared with the other party.

16.3.8.9 The burden of proof that "adequate cause" exists rests with the College and shall be satisfied only by clear and convincing evidence in the record considered as a whole.

16.3.8.10 The Administration shall make reasonable efforts to cooperate with the member to make available requested witnesses who are college employees, and relevant documents.

16.3.8.11 The member and the Administration shall have the right to confront and cross-examine all witnesses.

16.3.8.12 In the hearing of charges of gross incompetence, the College's burden shall include the proferring of expert witness(es) from these or other institutions of higher education.
16.3.8.13 The College Termination Appeals Committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.

16.3.8.14 The findings of fact and decision shall be based solely on the hearing record.

16.3.8.15 In all other respects, the Voluntary Labor Arbitration Rules then in force of the American Arbitration Association shall prevail regarding the conduct of the hearing.

16.3.8.16 Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by administrative officers shall be avoided so far as possible until the proceedings have been completed. The College President, the CSC-AAUP and the member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.

16.3.8.17 If the College President rejects the recommendation of the committee, he shall state his reasons in writing to the committee and the member within ten days. The member, the Committee or CSC-AAUP may appeal the President's decision to the Board of Trustees. The Board shall consider and decide such appeals within sixty (60) days after its next regular meeting.

16.3.8.18 A member terminated or otherwise disciplined for cause under the provisions of this Section may, upon exhausting all appeals, seek reversal only on grounds of inadequate cause, by exclusive remedy either from the courts or from binding arbitration. The sole remedy an arbitrator may confer upon an aggrieved member is reversal of the decision to dismiss or discipline. If court action is not supported by CSC-AAUP, the cost of legal fees in such action shall be borne by the member.

16.4 Procedures for Imposition of Sanctions Other than Dismissal A person who is suspended with or without pay shall have the right to appeal the substance of said suspension through step 4 of Article 14 grievance Procedure.
ARTICLE 17

RETRENCHMENT

After appropriate consultation with CSC-AAUP to determine if there is a bona fide fiscal and/or programmatic exigency, the Board may exercise its rights pursuant to CCS (10-109b). In the event remedies for the above exigency, in the judgement of the Board, require termination of programs and/or bargaining unit members, the Board of Trustees, consistent with the intent of P.A. 75-566, will negotiate with CSC-AAUP the impact of any such remedies upon the bargaining unit membership.
ARTICLE 18

CSC-AAUP RIGHTS

18.1 Upon request of CSC-AAUP, the Board may designate appropriate subcommittees or individuals or the Board to hear matters of concern.

18.2 The Board shall promptly notify the CSC-AAUP of all changes in membership of the bargaining unit and the reasons for such changes.

18.3 The bargaining agent shall have reasonable access to state college duplicating, printing, mail, photographic and food services, bulletin boards, facilities, telephone service, and audio-visual equipment as may be specifically requested by the bargaining agent in writing subject to the constraint that providing such services does not interfere with scheduled college activities and responsibilities. The direct cost for such services shall be reimbursed to the college either through direct provision or replacement of supplies used or by payment upon issue of a proper invoice. The bargaining agent shall indemnify the college for any damage to equipment occurring during its use by the bargaining agent.

Use of the computer when such use does not interfere with scheduled college activities shall be available to the bargaining agent at no cost provided that (1) the request is placed in writing, (2) the bargaining unit provides its systems, programming and supplies, (3) the college operates the equipment, and (4) the data so generated will be made available to the Board.

18.4 Employees of CSC-AAUP shall have the same parking privileges at the State Colleges as members of the bargaining unit.

18.5 The Board agrees to provide the CSC-AAUP with reasonable office space at each State College.

18.6 The Board agrees to provide leave with pay for up to twenty (20) person days per academic year to enable AAUP delegates designated by CSC-AAUP to attend official collective bargaining meetings or conferences. Members in the same department may attend the same meeting or conference with the consent of the department chairperson who shall secure the concurrence of the Dean. Delegates shall provide department chairpersons at least fifteen (15) calendar days of notice of intent to take such leave. In an emergency situation where a member is unable to provide the fifteen (15) day notice, the member must obtain the consent of the chairperson and the appropriate Dean.

Leave for AAUP activities unrelated to collective bargaining shall be granted on the same basis as other academic leaves and applicants shall furnish programs or other information setting forth the purpose of the event for which leave is requested.
18.7 The Board shall provide CSC-AAUP all information required by law upon written request.

18.8 Released Time for AAUP Activities. The Board agrees to provide three (3) credit hours of released time for one designated person from each campus chapter per semester.

In addition, a total of nine (9) credit hours shall be provided for two CSC-AAUP officers or designated persons per semester divided at CSC-AAUP option.

Provided however, no two members of the same department on the same campus shall receive released time pursuant to this Article during the same period unless prior approval is granted by the appropriate Dean.
ARTICLE 19

RIGHTS AND RESPONSIBILITIES OF BOARD OF TRUSTEES

19.1 It is recognized by all parties that pursuant to Section 10-109b of the General Statutes, the Board of Trustees is the state agency solely responsible for overseeing the administration of the several State Colleges, including the administration and allocation of all authorized appropriations; and for maintaining and operating these colleges. Unless there is an express provision in this Agreement to the contrary, nothing in this Agreement shall be construed to infringe upon the statutory rights, responsibilities, and jurisdiction of said Board, including but not limited to the right to establish duties, job requirements and qualifications of personnel; to develop educational mission; to approve educational programs; to establish new facilities; to determine staffing requirements; to determine the number and location of facilities; to determine, within limitations of the General Statutes, whether the whole or any part of an operation shall continue to operate and to promulgate appropriate regulations and policy provided that such regulations and policies shall not be exercised so as to violate any of the specific provisions of this Agreement, and in all matters properly reserved to management to have the necessary freedom to require performance to insure an efficient and effective operation, and to strive consistently for excellence in pursuit of the educational objectives of the Board.

19.2 The President of a College and his designated administrators have the right and responsibility for the implementation of the Trustee's policies, including the right to approve or disapprove all legislation, constitutions and by-laws of college organizations, subject to the provisions of this Agreement.

19.3 Except as specifically modified by an express provision of this Agreement, it is also recognized that none of the rights reserved exclusively to the Board of Trustees shall be subject to the grievance procedure of this Agreement.
ARTICLE 20

CSC-AAUP DUES, AGENCY SHOP FEE AND CHECKOFF

20.1 The parties acknowledge that, in accordance with Section 11 of Public Act 75-566, each member of the bargaining unit, whether or not a member of the CSC-AAUP, shall as a condition of continued employment pay to the CSC-AAUP an amount equal to the regular dues, fees and assessments charged to members.

20.2 In order to implement Section 20.1 above and in accordance with Section 11 of Public Act 75-566, the Board shall deduct from each salary payment payable to a member of the bargaining unit a sum equal to one-twenty-sixth (1/26th) of the annual charges for dues, (for members of CSC-AAUP), service fees (for non-members), initiation fees (if any), and assessments (if any), and pay such monies to the CSC-AAUP within two weeks after the Comptroller has forwarded said monies to the colleges. Both parties to this Agreement recognize that a percentage dues structure may be applied such that the amount withheld varies with changes in base salary.
ARTICLE 21
RESEARCH

21.1 Research Corporation In order that funded research and other related projects may be carried out in a timely, orderly, and appropriate manner both parties shall urge the General Assembly to create an enabling act allowing formation of a non-profit research corporation within sixteen (16) months following the signing of this Agreement. This corporation will be a non-profit corporation with a capability of accepting and administering pure and applied research and project grants, contracts, and applications.

21.2 Board of Trustees of the Research Corporation The Board of Trustees of the Connecticut State College Research Corporation shall consist of nine (9) voting members to be selected as follows:

One representative to be nominated from the members of the Connecticut Academy of Arts and Sciences.

One member selected from the Research Committee of each of the campuses of the Connecticut State College System. Such persons may be members of the faculty or administration.

The remaining four (4) members of this Board of Trustees will be appointed by the Board of Trustees of the Connecticut State College System.

21.3 Research Corporation, Administration of The Board of Trustees of the Research Corporation will appoint an administrative officer resident on each campus to handle the Research Corporation's administrative affairs on that campus. The four (4) persons selected to be the administrative officers will be ex-officio members of the Board of Trustees of the Research Corporation. Their terms of appointment shall be for three years, the initial appointments set up to provide some staggered arrangement.

21.4 Acceptance of Funds Members of the bargaining unit shall not accept contracts, grants, or other agreements to pursue research which would require the use of college time and/or facilities without the written approval of the Research Corporation Administrative Officer of the campus of concern and other appropriate authorities as required.

21.5 Expendable Funds of Research Corporation All such expendable funds other than direct costs of the research as specified under the line items of the particular proposal, such as the proportionate share of overheads, indirect costs, donations, royalties, compensations, etc. that are generated through the efforts of the Research Corporation shall be divided as follows: 25% to the State of Connecticut, 25% to the Corporation as a whole, and 50% to the particular campus by whose solicitation the funding was obtained.
21.6 Inventions, Discoveries, Creations, and Marketable Discoveries.

21.6.1 Inventions, discoveries and creations made under the direction of the college administration or its designee. An example of the above might be the development of instructional materials for a novel educational program. For such inventions, it is recognized that both the member(s) of the bargaining unit and the institution have shared property rights.

21.6.2 Inventions made pursuant to an outside contract or grant. It is recognized that under the terms of such agreement, the grantors will retain certain property rights as well as the inventor and the institution. Such rights depend upon the terms of the individual contracts. However, the proportionate share between the inventor and the institution will be as given below where applicable.

21.6.3 Inventions and discoveries, pursued by an individual member of the bargaining unit without any outside or institutional support except the using of institutional time or facilities in the pursuit of at least a portion of the research. It is recognized that under such situations the rights to such invention remain solely the property of the inventor but it is also recognized that the institution is entitled to remuneration and compensation of what are commonly termed "shop rights." It is recognized that the public interest must be protected under such circumstances.

21.6.4 Inventions made by a member of the bargaining unit without any financial support from the institution or any use of the institution's facilities or time. It is recognized that such discoveries may be made under the terms of some other form of employment. Under such conditions, the rights to invention remain solely with the inventor or under such terms as his outside employment dictates.

21.7 Rights to Monetary Remuneration. It is understood that for the first two (2) classes enumerated in 21.6.1 and 21.6.2 above the inventor assigns any rights to patent applications, patents, and copyrights to the institution or its designee.

With respect to categories prescribed by 21.6.3 and 21.6.4 the inventor may assign such rights, but he may not be required to do this against his wishes.

In the event that the inventor and the institution will share any royalties, compensation, or residual interest from any such inventions, marketable devices, etc., the proportionate share of such moneys shall be as follows: 30% to the State, 35% to the inventor, and 35% to the Research Corporation. The Research Corporation share, however, shall be further divided according to the ratio of one-third (1/3) to the Corporation itself, and two-thirds (2/3) back to the campus at which the discovery was made.
21.8 Expenditure of the Expendable Funds of the Research Corporation

The expendable funds of the Research Corporation that accrue from the indirect costs of grants, contracts, etc., or from royalties from marketable inventions, or discoveries, as described in 21.6 and from eleemosynary contributions shall be employed to improve, expedite, and encourage the pursuit of research by the members of the bargaining unit. Such dollars may be expended in the following ways:

- Providing released time for supported research.
- Research budget for seeding new research or supplementing inadequately supported research.
- Upgrading research facilities on each campus in terms of instruments, space other than teaching spaces, and related facilities.
- Computer time, copying costs, and publications cost.
- Support facilities and services such as technical services.
- Library improvement for research journals, books, etc.
- Employing support personnel for research.
- Travel to professional meetings or for grant/contract procurement.
- Sponsored symposia and publications.

21.8.1 Released time for supported research will be in the amount of one contact hour for each $1000 of indirect cost funds generated by the research up to a maximum of four (4) contact hours of released time per semester except where granting agencies require greater released time as a condition of consideration of grant proposals and for which the institution is compensated.

21.8.2 In order to best meet the needs of each individual campus, the campus R&D Committees working with the Resident Administrative Officer shall determine the apportionment of their share of the expendable funds to meet the needs given above.

21.8.3 In order to initiate the Research Corporation in the furtherance of its objectives, the State will be requested to provide a one-time only contribution of $75,000 as "seed money" as part of the legislation to be initiated creating the Research Corporation pursuant to Article 21.1. Failure to secure this appropriation will not impair the effectiveness of other provisions of Article 21 and this Agreement.
In the event that, notwithstanding the provisions of Section 9 of Public Act 75-566, any provision of this Agreement, in whole or in part is held to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgment shall remain in full force and effect. In that event the parties shall, upon the request of the Board or CSC-AAUP, commence immediately to negotiate substitute provisions for all such affected provisions. If the legal impediment to the enforcement of the original contract provision(s) is removed prior to agreement on substitute provisions, the original provision(s) shall immediately become effective. In such event, to the extent that it is lawful, any affected provisions involving salary, monetary payments, or fringe benefits shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the most current date.
ARTICLE 23

SUCCESSORSHIP PROVISION

23.1 In the event that the State Colleges are merged into or with any other unit or system of public higher education during the life of this Agreement, this bargaining unit shall remain distinct and this Agreement in full force.
ARTICLE 24

LEGISLATIVE IMPLEMENTATION OF AGREEMENT

24.1 The Board agrees that, within ten working days after the execution of this Agreement, it shall submit to the legislature of the State of Connecticut any requests for funds necessary to implement the Agreement and for approval of any provisions which arguably are in conflict with any existing Connecticut Statute or State regulation.

24.2 The Board represents and warrants to the CSC-AAUP that it shall vigorously and unreservedly advocate approval of the Agreement and of the request for funds to implement it to the legislature and any other officer, agency or institution which has occasion to consider the Agreement.

24.3 CSC-AAUP represents and warrants to the Board that it shall vigorously and unreservedly advocate approval of the Agreement and of the request for funds to implement it to the legislature and any other officer, agency or institution which has occasion to consider the Agreement.

24.4 The Board and CSC-AAUP agree that they shall cooperate fully in presenting this Agreement to the General Assembly and shall coordinate their advocacy by sharing all pertinent information and plans. Such sharing shall be in advance of action where applicable.
ARTICLE 25

MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment of a member of the bargaining unit, and the Board of Trustees shall not employ bargaining unit members on terms other than those stated herein without the written consent of the affected individual and the CSC-AAUP.
ARTICLE 26

DISTRIBUTION OF AGREEMENT

The Board shall arrange to have this Agreement printed within sixty (60) days of Legislative approval in suitable form and with sufficient copies for distribution to all members of the bargaining unit, management representatives, and further to place ten (10) copies of each of the individual college libraries for reference purposes. At the time of initial printing, the Board also agrees to publish a reasonable number of additional copies at the request of the bargaining agent, for which reimbursement at cost will be required from the bargaining agent. The precise format to be used will be the responsibility of the Board of Trustees in consultation with the designated representative of CSC-AAUP and will be in compliance with state requirements for printing and publication.
ARTICLE 27

TERM OF AGREEMENT

This Agreement represents the results of collective bargaining pursuant to the State Employee Relations Act and shall be in effect from December 30, 1976 to August 31, 1979. All negotiated benefits as a result of this Agreement shall take effect not earlier than July 1, 1977 after legislative approval of this Agreement as required by SERA P.A. 75-566 except retroactive provisions related to compensation as set forth in Article 11 or elsewhere in the Agreement which shall take effect immediately. Another exception shall be Article 20 which shall become effective immediately upon legislative approval of this Agreement. The parties shall commence negotiations for a successor Agreement for a subsequent term not later than October 1, 1978; however, negotiations shall commence at an earlier date if both parties consent.
Dear _______________________

I am pleased to inform you that I am recommending to the Board of Trustees for the Connecticut State Colleges your probationary appointment to the following full-time position at Connecticut State College: __________________________. This appointment is for __________________________ beginning on ___________ and terminates on ___________ unless explicitly renewed. I am also recommending to the Board of Trustees that your salary for the period of this appointment be __________________________ and that this amount be paid over a period of approximately twelve months at the rate of __________________________ for each two-week pay period in accordance with State payroll procedures.

In addition to fulfilling classroom teaching assignments during the period of this appointment, full-time academic appointees will also be required to accept responsibility for such activities as student advisement, service on faculty committees, maintenance of specified office hours, attendance at faculty meetings, and similar academic proceedings.

For your information, additional re-appointments for probationary periods of one to three additional years may be offered, dependent upon the quality of your service as determined by our established evaluation procedures and by the continued program need for your special abilities and skills. Staff members who have been members of the faculty serving on probationary contract appointments for six years may apply for the award of academic tenure. Of course, any re-appointment made prior to the actual granting of tenure is also probationary in nature.

Tenure is not granted either automatically or routinely. It is granted exclusively by the Board of Trustees only to those who demonstrate superior standards of service and whose long-term usefulness to the college can be clearly established. Positive evidence of high quality in teaching, continued growth and professional development, honors, publications, awards, and peer recommendations are all considered before the granting of tenure is recommended. Consideration is also given to the nature of the program involved and the continuing future needs for the specific contributions of the tenure applicant. Not every applicant will be granted tenure. Those not being awarded tenure by the end of the sixth year of contract appointment will not be offered further appointments and may not thereafter be considered for tenure. Under some circumstances, meritorious faculty
may not be granted tenure for programmatic or other reasons related
to institutional flexibility or need.

This letter does not constitute a contract. Your appointment
and subsequent re-appointment are governed by the current Collective
Bargaining Agreement and the state/college personnel policies.
Copies of the current State Personnel Policies and the Collective
Bargaining Agreement are attached. Your appointment, including
salary and rank or academic title, will become final only when ap­
proved by the Board of Trustees. Meanwhile, I ask that you sign
and return to my office within five days one copy of this letter,
indicating your intent to accept this appointment when it is of­
ficially approved. Should your acceptance not be received within
21 days of the date of this letter, this offer will expire.

I anticipate approval of my recommendation for your appoint­
ment and you will be notified when such approval has been received.
I look forward with pleasure to our association with you at
Connecticut State College.

Sincerely yours,

President

I will accept this appointment
when it is officially approved.

(signature)

(date)

(Please sign, date, and return
original promptly.)

Rev. 3/25/77
Rev. 3/29/77
Rev. 7/22/77
Dear ________________

I am pleased to advise you that the Board of Trustees has approved my recommendation that you be granted tenure at ________________ State College, effective __________ (date).

The award of tenure is a significant milestone in your professional career and one of which you should be duly proud. This award of tenure is based on your fine service to the College and the academic community of which you are a part, and establishes an obligation on your part for the continuation of your professional growth, and the continuation of exemplary performance in the years to come. To aid you in fulfilling this obligation and in attaining continued professional growth, your performance will be evaluated every three years and with increasing review frequency if a low performance rating is given, as provided by the collective bargaining agreement.

I am sure that your contributions will continue to demonstrate the excellence of your past accomplishments, and I congratulate you on the achievement of this academic honor.

Sincerely,

President

Rev. 3/25/77
3/29/77
GRIEVANCE FORM (appendix C)

Please print or type all information. Be sure to review Article 14, Grievance Procedure, before submitting a formal grievance.

Name of grievant ____________________________ Rank ______

Institution __________________ Dept. ______________ This date ______

Home Address ________________________________

Dept. phone number ____________ home phone number ____________

Please indicate the precise Article and subsection of the contract you allege has been violated __________________

Explain the procedures you have followed to informally resolve your grievance including the date when you first learned that the problem existed, and, if different, the date when it occurred. Be sure to name persons with whom you discussed your grievance.

Date when problem occurred __________________

Date when you learned of problem __________________

If a grievant seeks relief for a grievance by judicial means outside the grievance procedure described in the contract, the processing of his grievance through internal grievance procedures shall cease, unless both CSC-AAUP and management agree otherwise.

Signature of Grievant ____________________________

Forward a copy to the designated campus CSC-AAUP representative and the designated management person.
This Collective Bargaining Agreement was ratified by the bargaining unit members and the Board of Trustees for the Connecticut State Colleges on April 1, 1977 and approved by the Connecticut General Assembly May 19, 1977.

**Negotiators for the Trustees**

- John L. Butler, Executive Dean Western CT State College
- H.B. Jestin, Vice President, Academic Affairs Central CT State College
- Robert Meshanic, Dean of Student Affairs Eastern CT State College
- Clinton M. Ritchie, Executive Officer Board of Trustees for CT State Colleges
- J. Claude Scheuerman, Vice President, Administrative Affairs Southern CT State College
- Naomi Stonberg, Attorney Holtz & Drachman
- Edward Bograd, Attorney Holtz & Drachman

**Negotiators for CSC-AAUP**

- Alan Adler, Associate Professor of Chemistry Western CT State College
- Bill Berlinghoff, Associate Professor of Math Southern CT State College
- David N. Camaione, Professor of Physical Education Central CT State College
- David C. Newton, Professor of Biology Central CT State College
- Jean Thoresen, Assistant Professor of Sociology Eastern CT State College
- Jean Kreizinger, Associate Professor of Biology (Alternate) Western CT State College
- Michael K. Becker, Associate Professor of History (Research Coordinator) Central CT State College
Effective November 1, 1978, the name of the law firm is changed from Holtz and Drachman, P.C. to Allan W. Drachman, P.C. Norman Holtz and Edward Bograd have withdrawn from the firm.

Allan Drachman, Michael Gilman, Naomi Stonberg and Philip Collins will continue our practice of labor relations law representing management.

Very truly yours,

Allan W. Drachman
AMENDMENT TO AGREEMENT
BETWEEN
STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR STATE COLLEGES
AND
HOLTZ AND DRACHMAN, P.C.
October 6, 1978

The Agreement with Holtz and Drachman, P.C. covering the period July 1, 1978 through June 30, 1979, as approved by the Board of Trustees for State Colleges in SCR#78-31, is hereby amended as follows:

FROM: Payments are not to exceed eight thousand dollars ($8,000).
TO: Payments are not to exceed thirty-five thousand dollars ($35,000).

BOARD OF TRUSTEES FOR STATE COLLEGES
Date: October 16, 1978
James A. Frost, Executive Director
L. J. Davidson, Chairman

HOLTZ AND DRACHMAN, P.C.
Date: October 16, 1978
Allan W. Drachman

APPROVED BY:
Secretary, Office of Policy and Management
Date: DEC 1 - 12 - 78
MOTION

October 6, 1978

Trustees approved a motion to increase the payments not to exceed $35,000 to the firm of Holtz and Drachman, P.C.

James A. Frost
Executive Director
This agreement, by and between the State of Connecticut, Board of Trustees for State Colleges, hereinafter referred to as the Board, and Holtz and Drachman, P.C., 185 Devonshire Street, Boston, Massachusetts, hereinafter referred to as the consultant, under statutory authority of Section 10-109b of the General Statutes and Public Act 75-566, Witnesseth: The said Board hereby engaged Holtz and Drachman, P.C. as its labor relations consultant to provide the following services, as may be requested:

- general advice on labor relations;
- work with the Chief Executive Officer, his staff and management officials at the affiliated colleges to develop a labor relations capability in labor contract administration;
- advice on strategy and tactics in the negotiation of the successor collective bargaining agreements;
- advice on grievances, drafting answers, and decisions whether to settle or arbitrate;
- train and instruct in preparing and presenting arbitration cases to arbitrators, and, where requested, represent the Board in arbitration proceedings;
- represent the Board in proceedings before the State Labor Relations Board;
- such other services as may be from time to time required by the Board of Trustees or the Board's staff.
The consultant will provide these services through Allan W. Drachman, Edward Bograd, Naomi Stonberg or any other firm member acceptable to the Board.

The Board agrees to pay for the services of the consultant in accordance with the following schedule:

a) Seventy dollars ($70) per hour for Allan W. Drachman, Edward Bograd or other senior member; and

b) Sixty dollars ($60) per hour for Naomi Stonberg or other associate member;

c) Reasonable out-of-pocket expenses.

Fees and expenses will be billed monthly detailing expenses: hours, fees, travel time, hours at meetings and on phone.

Incidental service to the Board of Trustees, which shall mean attendance at meetings of the liaison committee and/or consultation with the Commissioner of Finance and Control (or successor under reorganization) concerning fiscal aspects of State College negotiations, shall not be billed to the Board of Trustees.

It is understood that the Attorney General of the State of Connecticut or members of his staff will represent the State in any legal proceeding before any State or Federal Court arising from labor relations activities.

The following mandatory clauses, appended hereto, are an integral part of this agreement, and are hereby incorporated by reference, to wit: Required approvals; non-discrimination
(Section 4-114a of the General Statutes); Executive Order number Three; and, Executive Order number Seventeen.

This contract covers the period July 1, 1978 to June 30, 1979, unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed eight thousand dollars ($8,000).

No member of the consultant firm is a State employee.

BOARD OF TRUSTEES FOR STATE COLLEGES

Date April 21, 1978
by James A. Frost, Chief Executive Officer

Date April 28, 1978
by Chairman

HOLTZ AND DRACHMAN, P.C.

Date May 15, 1978
by Allan W. Drachman

APPROVED BY

Deputy Secretary, Office of Policy and Management

Date MAY 23 1978

APPROVED AS TO FORM:

Deputy, Attorney General

Date JUN 30 1978
I, Michael C. Gilman, Clerk of Holtz and Drachman, P.C., a Massachusetts corporation, do hereby certify I am the duly elected Clerk of said corporation and that the following is a true and correct copy of the corporate resolution voted at a meeting of the Board of Directors on April 27, 1977:

RESOLVED: That Allan W. Drachman, President of the corporation is hereby authorized to sign the Agreement with the Board of Trustees for State Colleges, State of Connecticut.

AND I DO FURTHER CERTIFY that the above resolution has not been in any wise altered, amended or repealed and is now in full force and effect.

Witness my hand and seal this 21st day of March, 1978.

Michael C. Gilman
MANDATORY CLAUSES

Required Approvals:
The contractor will not begin performance under the terms of the contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

The State of Connecticut assumes no liability for payment under the terms of this contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

Non-discrimination:
Public Act 76-8. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

Executive Order No. Three:
This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commission for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination; notwithstanding that the Labor Commissioner is not a party to this contract. The parties of this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices and policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
Executive Order No. Seventeen:
This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the State Employment Service.
Clinton M. Ritchie, Executive Officer
Student, Faculty and Staff Affairs
Board of Trustees
for the State Colleges
P. O. Box 2008
New Britain, Connecticut 06050

Dear Clint:

I am enclosing our proposed contract for services covering the Fiscal Year commencing July 1, 1978 and expiring June 30, 1979. The contract is the same except that:

1. In the listing of services, I have added a reference to advice on strategy and tactics in the negotiating in the successor collective bargaining agreement; and

2. The associate's rate which was unchanged in the current contract is increased $5.

We have enjoyed working with you and look forward to our continuing relationship.

Yours very truly,

Allan W. Drachman

Enclosure
AGREEMENT BETWEEN

STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR STATE COLLEGES

AND

HOLTZ AND DRACHMAN, P.C.

This agreement, by and between the State of Connecticut, Board of Trustees for State Colleges, hereinafter referred to as the Board, and Holtz and Drachman, P.C., 185 Devonshire Street, Boston, Massachusetts, hereinafter referred to as the consultant, under statutory authority of Section 10-109b of the General Statutes and Public Act 75-566, Witnesseth: The said Board hereby engaged Holtz and Drachman, P.C. as its labor relations consultant to provide the following services, as may be requested:

- general advice on labor relations;

- work with the Chief Executive Officer, his staff and management officials at the affiliated colleges to develop a labor relations capability in labor contract administration;

- advice on strategy and tactics in the negotiation of the successor collective bargaining agreements;

- advice on grievances, drafting answers, and decisions whether to settle or arbitrate;

- train and instruct in preparing and presenting arbitration cases to arbitrators, and, where requested, represent the Board in arbitration proceedings;

- represent the Board in proceedings before the State Labor Relations Board;

- such other services as may be from time to time required by the Board of Trustees or the Board's staff.
The consultant will provide these services through Allan W. Drachman, Edward Bograd, Naomi Stonberg or any other firm member acceptable to the Board.

The Board agrees to pay for the services of the consultant in accordance with the following schedule:

a) Seventy dollars ($70) per hour for Allan W. Drachman, Edward Bograd or other senior member; and

b) Sixty dollars ($60) per hour for Naomi Stonberg or other associate member;

c) Reasonable out-of-pocket expenses.

Fees and expenses will be billed monthly detailing expenses: hours, fees, travel time, hours at meetings and on phone.

Incidental service to the Board of Trustees, which shall mean attendance at meetings of the liaison committee and/or consultation with the Commissioner of Finance and Control (or successor under reorganization) concerning fiscal aspects of State College negotiations, shall not be billed to the Board of Trustees.

It is understood that the Attorney General of the State of Connecticut or members of his staff will represent the State in any legal proceeding before any State or Federal Court arising from labor relations activities.

The following mandatory clauses, appended hereto, are an integral part of this agreement, and are hereby incorporated by reference, to wit: Required approvals; non-discrimination

-2-
MANDATORY CLAUSES

Required Approvals:
The contractor will not begin performance under the terms of the contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

The State of Connecticut assumes no liability for payment under the terms of this contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

Non-discrimination:
Public Act 76-8. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

Executive Order No. Three:
This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commission for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination; notwithstanding that the Labor Commissioner is not a party to this contract. The parties of this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices and policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
(Section 4-114a of the General Statutes); Executive Order number Three; and, Executive Order number Seventeen.

This contract covers the period July 1, 1978 to June 30, 1979, unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed eight thousand dollars ($8,000).

No member of the consultant firm is a State employee.

BOARD OF TRUSTEES FOR STATE COLLEGES

Date ______________________ by ________________________________

James A. Frost, Chief Executive Officer

Date ______________________ by ________________________________

HOLTZ AND DRACHMAN, P.C.

Date ______________________ by ________________________________

Allan W. Drachman

APPROVED BY

Commissioner of Finance and Control

APPROVED AS TO FORM:

Attorney General

Date ______________________

Date ______________________
I, Michael C. Gilman, Clerk of Holtz and Drachman, P.C., a Massachusetts corporation, do hereby certify I am the duly elected Clerk of said corporation and that the following is a true and correct copy of the corporate resolution voted at a meeting of the Board of Directors on April 27, 1977:

RESOLVED: That Allan W. Drachman, President of the corporation is hereby authorized to sign the Agreement with the Board of Trustees for State Colleges, State of Connecticut.

AND I DO FURTHER CERTIFY that the above resolution has not been in any wise altered, amended or repealed and is now in full force and effect.

Witness my hand and seal this 21st day of March, 1978.

Michael C. Gilman
Executive Order No. Seventeen:
This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the State Employment Service.