

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

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

**AND**

**THE CONGRESS OF CONNECTICUT  
COMMUNITY COLLEGES**

**AND**

**AFSCME, LOCAL 2480, COUNCIL 4**

**2007-2010**

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## **PREAMBLE**

The intent of both parties in carrying out their responsibilities is to promote the quality and effectiveness of education in the Connecticut Community College System.\* This objective is best accomplished by a good faith cooperative and collegial relationship in the System and on each campus. The parties also recognize the value of productive engagement between professional staff members and students, which is a hallmark of the community college system. Professional staff members are encouraged to continue their efforts in this area. This preamble is a statement of intent and is not subject to grievance and arbitration.

Agreement, made and entered into this 1<sup>st</sup> day of July 2007 by and between a coalition composed of the Congress of Connecticut Community Colleges (“the Congress”) and Local 2480, Council 4, A.F.S.C.M.E., AFL-CIO (“AFSCME”), hereinafter referred to as “the Union”, and the Board of Trustees of Community-Technical Colleges and the State of Connecticut, hereinafter referred to as “the Board” or “the employer.”

## **ARTICLE I RECOGNITION**

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

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

## **ARTICLE II EMPLOYEE RIGHTS**

### Section 1. Collective Bargaining Rights

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

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\* Reference in this Agreement to “the Community Colleges” or “the Community College System” shall be the equivalent of a reference to the Board of Trustees of Community-Technical Colleges.

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

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

Section 2.     Nondiscrimination

The Board and the Congress shall continue their policy of not discriminating against any member of the bargaining unit on the basis of race, color, religious creed, national origin, ancestry, sex (including sexual harassment), sexual orientation, age, marital status, political affiliation, or present or past history of mental disorder, developmental disability, learning disability or physical disability, criminal record, or opposition to discrimination, as required by any federal or Connecticut statute or regulations pursuant thereto. The Board and the Congress agree not to discriminate against bargaining unit members based upon membership or fee paying status in any union representing employees of the Board of Trustees.

The parties acknowledge their mutual support of the concept of affirmative action. In the event that a problem arises between the parties concerning affirmative action, it may be raised at a meeting between the union and representatives of the Board but not through the grievance and arbitration provisions of this Agreement.

Section 3.     Gender

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

Section 4.     Domestic Partners

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

**ARTICLE III  
RIGHTS OF THE BOARD OF TRUSTEES**

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

**ARTICLE IV  
RIGHTS OF THE UNION**

SEE APPENDIX A: "RIGHTS OF AFSCME;" "RIGHTS OF THE CONGRESS"

**ARTICLE V  
PAYROLL DEDUCTIONS**

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

**ARTICLE VI  
ACADEMIC FREEDOM**

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

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

B. Each member of the professional staff is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

C. The professional staff member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline but his/her special

position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

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

## **ARTICLE VII GRIEVANCES**

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

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

### Section 1. Informal Adjustments

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

## Section 2. Grievance Procedure

### A. Definition.

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

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

### B. Union Representation.

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

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

### C. Steps.

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

#### (1) Level One – President

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

calendar days of receipt of the written grievance, or the meeting with the grievant, render his/her decision and reasons therefore in writing to the grievant and the appropriate union office.

(2) Level Two – Chancellor

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

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

D. Extension of Time Limits.

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

E. Appearances.

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

F. Information.

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

G. Remand.

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

Section 3. Mediation Panel

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

Section 4. Arbitration

A. Notice.

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

B. Selection.

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

C. Arbitrator's Authority.

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

(2) The arbitrator shall be without power, right or authority to make a decision in the following areas beyond a determination as to whether the provisions set forth in this Agreement as to these areas were violated. Beyond making such a determination, the arbitrator shall not substitute his/her judgment for that of the Board or its representatives:



(a) any incident which occurred or failed to occur prior to the effective date of this Agreement, provided that grievances filed which antedate this Agreement shall not be deemed to be waived by reason of the execution of this Agreement;

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

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

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

(e) the granting of a promotion;

(f) the granting of a tenure appointment;

(g) the granting of sabbatical leave;

(h) the granting of leaves for professional development;

(i) the substance of an evaluation;

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

### Article XIII.

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

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

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

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

D. Hearing

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

E. Arbitrability.

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

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

F. Decision and Review

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

G. Costs

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

H. Individual Rights

It is understood that the procedure provided by this Article is not intended to address claims not within the scope of this procedure.

**ARTICLE VIII  
MAINTENANCE OF RECORDS**

Section 1. College Files

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

A. Personnel File.

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

B. Professional File.

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

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

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

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

C. Application File.

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

Section 2. System Office Files

A. General File

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

B. Grievance File

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

Section 3. Limitations

A. No material from any source other than the files referred to in Section 1 above shall be used as the basis for any disciplinary action. Written notes or records regarding matters which are to be used as a basis for discipline shall be merged into the professional file by incorporation into an evaluation or by written communication to the professional staff member concerning the problem, provided that prior to discipline any such evaluation or communication shall be provided to the professional staff member for a period of time sufficient to provide reasonable notice of the proscribed conduct. Nothing herein shall prevent the employer from deviating from this provision when the nature of the offense requires or when the professional staff member could reasonably be expected to know of the inappropriate nature of the conduct. Materials withdrawn by agreement from an individual's professional file may not be asserted as the basis for any disciplinary action, but may be considered with regard to the extent of disciplinary action and relevance, if any, to defenses to disciplinary action.

B. An employee may contest the accuracy, completeness, or relevancy of any facts stated in said documents within thirty (30) calendar days after the date on which notice of inclusion was transmitted to the professional staff member. The employee may file a grievance

within thirty (30) calendar days after the date on which notice of inclusion was transmitted to the professional staff member. No grievance may be filed which directly or indirectly contests a judgment stated or reflected in such documents. Grievances arising hereunder may only contest the accuracy, completeness, or relevancy of facts contained in the documents. Only questions of accuracy or relevancy may be brought to arbitration under Article VII. In any such arbitration, the burden shall be on the employee to establish that the matter complained of constitutes a fact and that said matter, once established to be a fact, is inaccurate. In lieu of or in addition to filing a grievance hereunder, an employee may attach to any such document a statement indicating the employee's belief that facts stated in said documents are inaccurate, incomplete, or irrelevant and/or setting forth the facts as understood by the employee.

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

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

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

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

## **ARTICLE IX APPOINTMENT AND REAPPOINTMENT**

### Section 1. Types of Appointments

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

A standard appointment is an appointment which creates an interest in employment at a college for a specified term of one (1) year or less.

A tenured appointment, which also may be called continuing appointment, is an appointment which creates an interest in employment at a college without limit of time, subject to retirement, dismissal, and termination for special reasons and subject to evaluation for consideration for continuation in accordance with Article XI, provided that a dismissal based on said evaluation shall be subject to Article XVI. A tenured appointment normally will not be

offered to a member of the bargaining unit until he/she will have, by September 1 of the year such appointment is to be effective, completed six (6) years of full-time employment by the Board at the same college, at least three (3) years of which must be in the current job function. Service as an educational assistant shall not count toward the six-year requirement, unless the Chancellor determines that all or a portion of such service should count.

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

#### Section 2. Authority to Appoint and Reappoint

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

#### Section 3. Nonreappointment of Standard Appointments

Notice of intent not to renew a standard appointment shall be afforded by the employer, in writing, three (3) months prior to the termination of the appointment for the first standard appointment, six (6) months prior to the termination of the appointment for the second standard appointment and, in the case of each subsequent standard appointment, the effective date of termination shall be at least twelve (12) months from the date of notification. Any extension of appointment to meet the notice requirements of this section shall not constitute a new appointment and the termination of the extension shall not be otherwise reviewable. In the case of the nonreappointment of the third or subsequent standard appointment, the bargaining unit member shall be notified in writing of his/her right to union representation.

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

In the case of nonreappointment of the third or subsequent standard appointment, the employee may request a written statement of the factors considered. The decision of the employer not to renew the third or subsequent standard appointment shall not be arbitrary,

capricious, or unreasonable, provided, however, that the decision of the employer not to renew the third standard appointment shall not be subject to the arbitration procedure of this Agreement.

#### Section 4. Tenure

##### A. Purpose

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

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

##### B. Procedure

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

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

(2) By November 1, the professional staff member shall submit a request for consideration for tenure, utilizing a form to be established by the Board after consultation with the union. By December 15, the supervisor shall consider each member of the bargaining unit who is eligible for tenured appointment and who has submitted a request pursuant to this paragraph and shall:

(a) Recommend that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued;

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

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

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

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

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

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

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

All materials pursuant to (2) above, including the supervisor's recommendations, shall be forwarded to the Tenure Committee by the President or his/her designee. The committee shall, by March 1, consider each member of the bargaining unit who is eligible for a tenured appointment and shall:

(a) Recommend that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued;

(b) Forward its recommendations to the President;

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

(4) In making a decision, the President shall be guided only by the best interests of the college and the Community College System and the quality of the individual's performance of professional responsibilities as provided in Article X of this Agreement and shall



give consideration to all evaluative material in the individual's file generated since her/his original appointment to the college.

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

- (a) recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility;
- (b) such management recommendations shall be guided only by the criteria contained in this Article, and management personnel shall give consideration to all materials specified above and the recommendations of the supervisor and the committee;
- (c) in the event that a bargaining unit member is not recommended for tenure, the management person shall inform the bargaining unit member, in writing, of areas needing improvement, where appropriate.

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

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

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

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

## **ARTICLE X WORKING CONDITIONS AND WORK LOAD**

### Section 1. Duties of Nonteaching Professional Staff

All Nonteaching Professional Staff shall:

- (a) within the work load limitations of Section 2 of this Article, perform such other duties as the President may assign, provided that such duties shall be consistent with the mission of the college;
- (b) serve on college and division/department committees, if chosen;
- (c) respond to and work with multiple constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);
- (d) possess strong information literacy skills, including the ability to word process and to use spreadsheets, presentation ware, e-mail, CD-ROM, compressed video, the Internet, the World Wide Web, and other distance communication modalities; demonstrate the ability to evaluate, synthesize, and make decisions from data (see side letter re: Technology Training);
- (e) attend and participate in commencement ceremonies, unless excused by the President, wearing academic garb when required (see side letter re: Commencement);
- (f) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings during the work year;
- (g) maintain contact with one's academic discipline(s) or areas of assigned responsibility, the development of knowledge in one's field of specialization, and the teaching/learning process;
- (h) serve on systemwide committees.

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

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

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

A. Work Load

The required work week is 35 hours of assigned responsibilities which may include evening or weekend work. Unless otherwise agreed to by the individual concerned, all members of the non-teaching professional staff must have two consecutive days off each week

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

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

#### B. Work Year

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

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

This provision shall not prevent the employer from making appointments of shorter duration.

#### C. Informal Work Schedule Adjustments/Compensatory Time

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

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

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

3. Compensatory time shall be used within the calendar year earned

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

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

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

### Section 3. General Provisions

#### A. Outside Employment.

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

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

B. Indemnity for Liability

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

C. Additional Employment

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

D. Professional Day

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

E. Audio-Visual Instruction Materials and Copyrights

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

F. Summer Session Assignments

Priority for consideration for summer-session assignments for additional pay will be given to full-time ten-month professional staff members within each college for employment in their primary areas of competence up to a maximum of 80% of the anticipated course offerings. Each college shall establish a system of rotation for allocating available opportunities. The offer of employment is made only by written contract executed by the President. In selecting professional staff members for the summer session, the President may consider but is not limited to consideration of the requirements of the assignment and any special skills or

experience of potential assignees. Nothing herein shall preclude the President from offering summer school employment to nonbargaining unit members.

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

G. Inclement Weather or Other Emergency Condition

a. Pursuant to Board policy, when the President determines that classes or other college services should be cancelled due to inclement weather or other emergency condition, the college shall be closed and only essential employees are expected to report to work. In such a situation, no non-essential employee will be required to use accrued leave. However, academic requirements must be made up in a manner approved by the President or his/her designee.

b. Administrators, counselors and librarians who are at work when a decision to close the college is made may leave at the effective time of closing. Such employees may also choose to leave before the effective time of closing, but in such case they shall be required to use accrued leave to cover the period between the time of their departure and the time that the college closes.

c. Administrators, counselors and librarians who are not at work when the decision to close the college is made are expected to report unless the scheduled beginning of their work day coincides with or is later than the time that the college will close. Such employees may choose not to report to work but in such case they shall be required to use accrued leave to cover any period between the scheduled beginning of their work day and the time that the college closes.

d. When the college opening is delayed due to inclement weather or other emergency condition, administrators, counselors and librarians who do not come to work, or who come to work after the time of the delayed opening, will be required to use accrued leave to cover any portion of their scheduled work day following the delayed opening when they are not at work.

e. If the Governor directs that non-essential employees delay their arrival, leave early or otherwise modify their work hours, no non-essential employee will be required to use accrued leave.

Essential employees may be required to report to work as scheduled and/or to remain at work until the college is closed. It is understood that the late arrival (up to 2 ½ hours) of essential personnel, due to the severity of the conditions, will not be charged to the unit member's leave balances. For purposes of this provision, essential employees are bargaining unit supervisors of employees in maintenance and security positions.

The parties recognize the desirability of providing timely notice of class cancellation and college closing due to inclement weather or other emergency condition to clinical nursing instructors. Every effort will be made to inform the Directors of Nursing of cancellation by 6:00 a.m. or as soon thereafter as reasonably possible.

Decisions reserved to the President or his/her designee under this section shall be final.

#### H. Changes in Assignment of Professional Staff

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

#### I. Notice of Retirement or Resignation

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

#### J. Part-time Employment at another Community College

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

#### K. Health and Safety

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

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

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

## **ARTICLE XI EVALUATION**

### Section 1. Criterion

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

### Section 2. Periodic Evaluation

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

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

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

This provision notwithstanding, the Board or its representative may initiate more frequent evaluation as appropriate. A professional staff member may also request more frequent evaluation, which request shall not unreasonably be denied.

The professional staff member shall be notified in advance of the period (not to exceed two weeks) during which a classroom visitation for the purpose of evaluation is to occur.

### Section 3. Optional Peer Evaluation

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

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

### Section 4. Staff Improvement

Management or a professional staff member may, at any time, arrange for an evaluation by a mutually acceptable peer(s) or by other mutually acceptable method of systematic rating for the sole purpose of self-improvement. Such evaluation shall have no other



standing and the report shall not be placed in any official personnel record of the professional staff member.

Section 5.     Opportunity to Discuss Evaluation

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

Section 6.     Evaluation Forms

There shall be standard evaluation forms.

**ARTICLE XII  
PROMOTION**

Section 1.     Definition

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

Section 2.     Standards for Promotion

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

Section 3.     Eligibility

The normal expectation for promotion is after three (3) years of service. Prior service on full-time special appointments, which the employer determines is similar, shall be credited.

Eligibility for promotion of an administrator, counselor or librarian whose position has been reclassified pursuant to the Side Letter re: Grade Placement shall be determined without regard to the effective date of said reclassification.

Fulfillment of the minimum formal requirements for promotion to a higher rank or grade, as established by the employer (attached hereto as Schedule B for informational purposes only), shall determine eligibility for promotion, but shall not guarantee a right to promotion which shall remain within the sole discretion of the President.

Section 4. Salary

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

Section 5. Procedures for Promotion

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

(1) The President shall annually, by October 1, publish a list of those persons within the college who will have three (3) years of service since their previous promotion or original appointment to the college.

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

(3) A Promotion Committee as described below shall, by March 1, consider each applicant for promotion and shall:

- a. Make a recommendation for or against promotion (the committee shall not rank applicants);
- b. Inform each applicant, in writing, of the recommendation made;
- c. Produce a written recommendation with supporting rationale for each person recommended for promotion in a format to be chosen by the committee. These written recommendations shall be included in the applicant's promotion application file but comments contained therein shall not be used in any grievance procedure.

At each college there shall be one Promotion Committee. At the merged campuses, that committee shall be made up of three sub-committees, one consisting of Congress bargaining unit members, one consisting of Federation<sup>1</sup> bargaining unit members and a third consisting of AFSCME<sup>2</sup> bargaining unit members. These committees shall be chosen in accordance with each union's current contract language, except that the AFSCME bargaining unit shall elect one member for each merged campus. Each sub-committee shall make its recommendations independently with respect to members of its bargaining unit. AFSCME members shall maintain their current practice unless they choose to opt into the committee process.

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<sup>1</sup> Federation of Technical College Teachers, AFT, Local 1942, AFL-CIO.

<sup>2</sup> American Federation of State, County and Municipal Employees, Local 2480, Council 4.

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

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

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

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

(4) The supervising dean shall, by March 15 or, if there is a procedural appeal under subsection (3) above, as soon as possible after the President has responded to such appeal, review the promotion application file for each applicant and shall:

- a. Make a recommendation for or against promotion;
- b. Inform each applicant, in writing, of the recommendation made;

c. If the dean has recommended against promotion, provide specific written suggestions for areas of improvement.

(5) If the supervising dean makes a recommendation against promotion, the applicant shall have the opportunity to submit a written response which shall be included in the promotion application file before the file is transmitted to the President.

(6) In making his/her decision, the President shall be guided only by the criteria contained in this Article and shall give consideration to all material in the individual's promotion application file. In determining whom to promote, the President shall review the recommendations of the Promotion Committee and the supervising dean.

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

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

(7) Each time a bargaining unit member applies for promotion, a new promotion application file shall be created. The file shall contain all materials relevant to that promotion process and shall be maintained separate from every other file during and after the promotion process is concluded.

Section 6.     Funding

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

Section 7.     Merit Recognition

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

**ARTICLE XIII**  
**TERMINATION OR REASSIGNMENT FOR SPECIAL REASONS**

Section 1.     Definitions

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

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

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

## Section 2. Negotiations

In the event that the employer determines that it is necessary to terminate or reassign a bargaining unit member for economic and/or programmatic reasons, the employer shall notify and negotiate with the union as to the manner of implementation of the employer's decision, subject to the provisions herein, including specifically Sections 3 and 4. Negotiations shall be expedited with a view toward agreement within thirty (30) days. The decisions that it is necessary to terminate or reassign shall not be subject to the grievance and arbitration procedures of this Agreement or to any statutory impasse provision. Notice to the employee may be given simultaneously with notice to the Union. Completion of negotiations shall not be a condition precedent to implementation of the termination.

## Section 3. Standard for Selection

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

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

(1) If a tenured employee has been identified for layoff and there is a nontenured employee working in the same or substantially comparable, but not higher-graded, position at the college, the burden shall be on the employer to demonstrate that its selection has a

rational basis based on skills, performance or expertise and was not made in bad faith. Where there is reliance on tenure as the basis for retaining an employee, the decision shall not be subject to grievance or arbitration by the nontenured employee.

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

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

C. The employer's decision under subsection B (1) of this Section shall be subject to expedited arbitration within three (3) weeks of the decision, except as expressly limited in subsection B(1). The arbitrator shall render his/her decision within thirty (30) days of the hearing. In the event that the arbitrator determines that there has been a violation of this provision, he/she may order a back-pay remedy of not more than sixty (60) calendar days.

D. Where a tenured employee is transferred to a lower-graded position as a result of the provisions of paragraph B (1) of this Section, that employee will retain his/her salary, unless it would exceed the maximum for the lower grade. In such case, he or she shall be placed at the maximum for the lower grade.

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

#### Section 4. Notice

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

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

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

Section 5. Effect on Tenure

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

Section 6. Placement or Recall

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

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

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

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

C. The employer shall maintain a list of those individuals whose full-time employment was terminated for special reasons with a copy to the union. An individual's name shall remain on the list for a period of two years from the date of notice of termination. For that two-year period, the employer will notify the individual of full-time vacant positions for which he/she may be qualified to apply. If the individual applies for any such position, the employer shall require the college to consider the qualifications of such employee to determine whether a

search is necessary. In such determination, and in any subsequent comparison of candidates, if the employer determines a search is necessary, the employer shall give due consideration to the individual's prior service in the Community College System, provided however, that actual appointment to any such position remains within the discretion of the employer. Any decision under this paragraph shall not be subject to the grievance procedure.

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

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

Section 7. Statement to Employee

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

Section 8. Employer Decision

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

**ARTICLE XIV  
SEPARATION BECAUSE OF INCAPACITY**

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

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

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



**ARTICLE XV  
TRANSFER AND RESTRUCTURING**

Section 1.     Definition

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

Section 2.     Application for Transfer

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

Section 3.     Tenure

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

A transfer initiated by the employee will not normally be made with tenure. However, on a case by case basis, at the discretion of the President of the receiving college, tenure may be preserved. The President's decision is final and shall not be subject to grievance or arbitration.

A tenured employee who accepts a transfer without tenure may apply for tenure when he/she will have, by September 1 of the year such appointment is to be effective, completed three (3) years of full-time employment in the same job function at the receiving college.

A non-tenured employee who accepts a transfer shall receive credit for up to three (3) years of full-time employment at the first college in the same job function.

Decisions concerning whether an employee's position upon transfer is in the same job function shall be made by the president of the receiving college or his/her designee.

Section 4.     Restructuring

This Agreement is made on the basis of circumstances at the time of the Agreement. In the event of restructuring of higher education (which shall include campus closings or the mandated termination of major academic or student-service programs employing ten (10) or more members of the unit), the employer and the Union agree to negotiate to the

extent required by law provided that notice of termination to the affected employee(s) in the case of termination of such programs may be given ninety (90) days following notice to the Union.

## **ARTICLE XVI DISMISSAL AND DISCIPLINE**

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

### Section 1. Dismissal

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

- (1) incompetent or inadequate performance of responsibilities of the position or repeated neglect of these responsibilities;
- (2) repeated noncompliance with reasonable regulations or reasonable directives of the Board, the President, or designated management employees;
- (3) conduct which impairs the effective performance of assigned responsibilities or impairs the rights of students or of other staff members;
- (4) the use of fraud, collusion, or misrepresentation of a fact material to obtaining employment with the college and/or status therein;

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

- (1) the President shall notify the professional staff member in writing that termination of his/her appointment is under consideration. Said notice will contain a statement of the reasons for the proposed termination.
- (2) the professional staff member may respond in writing within twenty-one (21) calendar days of receipt of notice from the President.
- (3) if, after considering the response of the professional staff member, or if the professional staff member has not responded within the twenty-one (21) day period, the employer or its representative determines to dismiss the professional staff member, the employer or its representative shall so notify the member in writing of the decision.

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

Section 2. Discipline

A. Nothing within this Article shall preclude the employer or its representatives from disciplining members of the professional staff by means less than discharge, provided that such discipline shall be for just cause as specified in Section 1A above for dismissals.

B. In case of employee misconduct for which suspension without pay is under consideration, the employee shall be afforded written notice of the charge(s) against him/her, disclosure of the employer's then available evidence and an opportunity to present his/her position orally or in writing prior to the discipline.

Section 3. Suspension Pending Discipline or Discharge

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

Section 4. Investigatory Interview

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

**ARTICLE XVII  
SABBATICAL LEAVE**

Section 1. Preamble

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

Section 2. Eligibility and Conditions

A. Eligibility

A professional staff member on tenure-track appointment shall become eligible for sabbatical leave after six (6) consecutive years of full-time service at a college. Such

professional staff member shall be considered for sabbatical leave during his/her sixth year of full-time service, but the sabbatical shall not commence until he/she has completed six years of service. Once the sabbatical leave has been taken, the professional staff member shall again become eligible for sabbatical leave after six (6) additional consecutive years of full-time service following the completion of the sabbatical. (See side letter Re: Sabbaticals -Congress).

Full-time leave for professional development shall be considered as continuous service for sabbatical leave, but shall not be included as accumulated time required to qualify for sabbatical leave.

#### B. Conditions

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

#### Section 3. Rights

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

#### Section 4. Number

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

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

Section 5. Sabbatical Leave Committee

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

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

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

Section 6. Procedure

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

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

Except for AFSCME bargaining unit members, the President shall also seek the recommendations of the Sabbatical Leave Committee, which shall be completed by December 15. In making its recommendations, the committee shall be guided only by the criteria contained in Section 1 of this Article and shall proceed in the manner set forth in Section 5 above. By February 1, the President shall forward his/her recommendations to the Chancellor's Office. Prior to making his/her recommendations, the President or his/her designee shall meet and discuss his/her intended recommendations with the committee. Where there are differences

between the President and the committee, the committee may forward a statement of the reasons for its position to the Chancellor or his/her designee, with a copy to the President.

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

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

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

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

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

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

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

## **ARTICLE XVIII PROFESSIONAL DEVELOPMENT LEAVE**

### Section 1. Short-Term Leave

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

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

Section 2. Partial Leave

A. Definition and Purpose

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

B. Eligibility and Conditions

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

C. Denial and Meeting

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

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

A. Preamble

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

B. Eligibility and Conditions

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

- (1) the applicant's professional duties permit his/her absence for the period of time requested;
- (2) the leave is of value to the college; and
- (3) if with pay, there is no other remuneration to the professional staff member.

Full-time leave for professional development may be granted for up to one (1) year and the Chancellor may authorize an extension of the leave for an additional year.

### C. Rights

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

### D. Professional Development Committee

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

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

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

### E. Procedure

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

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



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

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

- i. Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility;
- ii. Management recommendations shall be guided by the criteria contained in this Article and management personnel shall give consideration to all materials specified and the recommendations of the supervisors and the Professional Development Committee.

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

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

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

## **ARTICLE XIX OTHER LEAVES**

### Section 1. Leave of Absence Without Salary

#### A. Leaves Unrelated to Medical or Family Leave

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

salary was unreasonably denied may forward his/her request with a statement of his/her position to the Chancellor. The decision of the Chancellor shall be final.

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

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

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

#### B. Medical, Parental and Family Leaves

Medical, parental and family leaves are available as follows:

##### (1) Medical Leave

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

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

##### (2) Parental Leave

(a) Parental leave without salary not to exceed two (2) years may be granted by the President to professional staff members after one (1) year of service on standard appointment. An individual who believes that his/her request for leave was unreasonably denied may forward his/her request with a statement of his/her position to the Chancellor. The decision of the Chancellor shall be final.

(b) Such leave without salary shall be granted to permanent professional staff members after six (6) months of service for a period not to exceed a maximum of twenty-

four (24) weeks in any two (2) year period. As used in this Article, “parental leave” shall be defined as leave for the purpose of: (a) rearing a child for whom the professional staff member has legal responsibility; or (b) the prenatal and postnatal care of a wife.

(3) Family Leave

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

(4) Benefits

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

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

(5) Reinstatement

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

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

### C. Definitions

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

### Section 2. Sick Leave

#### A. Entitlements and Conditions

All full-time professional staff members accrue sick leave with pay for continuous service at the rate of one and one-quarter days per calendar month from the date of initial employment. All part-time professional staff members in the bargaining unit accrue sick leave with pay for continuous service from the date of initial employment at the rate of one and one-quarter days per calendar month multiplied by the following fraction: the number of hours worked per week divided by 35. Earned sick leave is granted to a professional staff member who is incapacitated for duty.

An acceptable medical certificate is required to substantiate a request for sick leave in the following situations: any period of absence of more than five (5) consecutive working days; sick leave during annual vacation; leave of any duration if absence from duty recurs frequently or habitually, provided that the employee has been notified that a certificate will be required; leave of any duration when evidence indicates reasonable cause for requiring such a certificate. Sick leave shall be calculated in quarter-day units.

#### B. Compensation at Retirement

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

#### C. Retention of Accrued Sick Time

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

#### D. Emergency Sick Leave

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

### Section 3. Special Leave

#### A. Conditions

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

#### B. Purpose

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

### Section 4. Personal Leave

#### A. Entitlement

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

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

#### B. Purpose and Conditions

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

Section 5. Leave for Civil Obligations

A. Military Leave

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

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

B. Jury Duty

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

Section 6. Maternity Leave for Childbearing Disability and Childrearing

A. Entitlement to Childbearing Disability Leave

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

B. Conditions

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

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

After all employee-designated sick and vacation leave have been exhausted, a professional staff member shall be granted, upon request, a leave of up to twelve (12) months without salary (including the 24-week leave provided for in Section 5-248a of the Connecticut General Statutes) for childbearing disability which extends beyond accumulated sick leave, provided, however, that a professional staff member who has elected to retain her sick leave

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

#### C. Reinstatement

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

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

#### D. Benefits While on Leave Without Salary

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

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

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

Section 7. Miscellaneous Leave Provisions

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

**ARTICLE XX  
HOLIDAYS AND VACATIONS**

Section 1. Holidays

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

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

(See side letter Re: Day After Thanksgiving.)

If a professional staff member is required to work on a holiday, or if a holiday falls on a day on which he/she is not regularly scheduled to work, he/she shall be granted equivalent time off. Such time off must be utilized within one (1) year.

Section 2. Vacations

A. Entitlement

- (1) After six (6) months of continuous employment in State service, full-time professional staff members employed on a 10-month basis are entitled to a total of 18.3 working days of vacation accrued at the rate of 1.83 days per calendar month of service.
- (2) After six (6) months of continuous employment in state service, part-time professional staff members employed on a 10-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.
- (3) After six (6) months of continuous employment in state service, full-time professional staff members employed on a 12-month basis are entitled to a total of 22 working days of vacation each calendar year accrued at the rate of 1.83 days per calendar month of service.



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

B. Conditions

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

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

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

C. Adjustments on Termination

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

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

**ARTICLE XXI  
SALARY AND FRINGE BENEFITS**

Section 1. Salary

A. General Wage Increase

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

(a) 2007-2008

Effective July 20, 2007 for twelve month employees and August 3, 2007 for ten month employees, all Administrators, Counselors and Librarians shall receive an increase in annual salary of three percent (3%), plus the step increase provided by Section 1.C, below.

(b) 2008-2009

Effective July 18, 2008 for twelve month employees and August 1, 2008 for ten month employees, all Administrators, Counselors and Librarians shall receive an increase in annual salary of three percent (3%), plus the step increase provided by Section 1.C, below.

(c) 2009-2010

Effective July 17, 2009 for twelve-month employees and July 31, 2009 for ten-month employees, all Administrators, Counselors and Librarians shall receive an increase in annual salary of three percent (3%), plus the step increase provided by Section 1.C, below.

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

B. Salary Schedules

The salary schedules for 2007-2008 through 2009-2010 shall be as set forth in Schedule C.

C. Step Increases.

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

D. "Make-up" Step Increases

Effective June 8, 2007, ten-month bargaining unit members who were in the principal bargaining unit on March 1, 2003 through August 5, 2005 and twelve-month bargaining unit members who were in the principal bargaining unit on March 1, 2003 through July 22, 2005 shall receive a step increase on the applicable 2006-07 salary grid, not to exceed the top step for the classification. Employees at or above the maximum salary on the 2006-07 salary grid on June 8, 2007 shall receive a lump-sum payment in lieu of the make-up step increase as set forth in Schedule D.

In addition to the in-base adjustment or in lieu of payment described above, said principal bargaining unit members shall receive a retroactive cash payment calculated as follows: for ten and nine-month employees, the retroactive payment shall be equal to the annual step

value divided by 26.1 X 48 pay periods; for twelve and eleven month employees, the retroactive payment shall be equal to the annual step value divided by 26.1 X 49 pay periods.

E. Withholding of Increments

It is recognized that the Board may withhold salary increments if it can demonstrate that its decision is not arbitrary, capricious, or unreasonable.

F. Increase in Gross Payroll.

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

Section 2. Longevity

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

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

Section 3. Reclassification of Administrator, Counselor, Librarian

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

Section 4. Insurance and Retirement Benefits

A. Retirement

(1) Entitlement

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

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

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

B. Individual Retirement Annuities

Benefits shall be made available on a voluntary basis to eligible professional staff members, as provided in Section 5-264 of the Connecticut General Statutes, whereby under

certain conditions the Board of Trustees of Community-Technical Colleges may enter into an agreement involving purchase of an individual retirement annuity contract that will qualify for income tax benefits.

C. Medical Insurance

The State shall continue in force the health insurance coverage described in the Agreement between the State and SEBAC for the twenty-year period commencing on July 1, 1997 and terminating on June 30, 2017 (SEBAC V).

D. HMO (Health Maintenance Organization)

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

E. Group Life Insurance

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

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

Section 5. Workers' Compensation

A. Workers' Compensation Coverage and Payments

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

B. Extended Benefits

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

C. Insurance

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

Section 6. Travel Expenses and Reimbursements

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

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

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

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

Breakfast	\$10.00
Lunch	\$14.00
Dinner	\$25.00
Misc.	15% (\$7.35 maximum)
TOTAL	\$56.35 per diem

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

Section 7. Death Benefit

Upon the death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

Section 8. Tuition Waiver

In addition to the waiver of tuition and fees permitted under Chapter 185b, Section 10a-77 of the Connecticut General Statutes, the Board may waive tuition and fees for

bargaining unit members and their spouses and dependent children at all colleges in the Community College System.

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

Section 9.     No Lapses

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

**ARTICLE XXII  
ACCOUNTING OF BENEFITS**

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

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

**ARTICLE XXIII  
EXTENT OF AGREEMENT**

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

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

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

#### **ARTICLE XXIV SAVINGS CLAUSE**

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

#### **ARTICLE XXV TERM AND DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective July 1, 2007, and shall expire June 30, 2010.

Section 2. The parties have agreed to a reopener as more fully described in the Supplemental Letters of Agreement.

***This collective bargaining agreement is the result of an arbitrated award that was approved by the General Assembly on June 4, 2007.***

Board of Trustees of  
Community-Technical  
Colleges

Congress of  
Connecticut  
Community Colleges

AFSCME  
Local 2480,  
Council 4

Chief Negotiators:  
Richard Voigt, Esq.  
Marjorie A. London, Esq.

Chief Negotiators:  
Daniel Livingston, Esq.  
Paul Wallace

## SCHEDULE A

### LONGEVITY

#### 2007-08

	<b>Base</b>	<b>10-14 years</b>	<b>15-19 years</b>	<b>20-24 years</b>	<b>25 years or more</b>
Category I	\$2324	\$581	\$1162	\$1743	\$2324
Category II	\$1800	\$450	\$900	\$1350	\$1800
Category III	\$1596	\$399	\$798	\$1197	\$1596
Category IV	\$1412	\$353	\$706	\$1059	\$1412
Category V	\$1208	\$302	\$604	\$906	\$1208
Category VI	\$1044	\$261	\$522	\$783	\$1044
Category VII	\$900	\$225	\$450	\$675	\$900
Category VIII	\$780	\$195	\$390	\$585	\$780

#### 2008-09

	<b>Base</b>	<b>10-14 years</b>	<b>15-19 years</b>	<b>20-24 years</b>	<b>25 years or more</b>
Category I	\$2440	\$610	\$1220	\$1830	\$2440
Category II	\$1892	\$473	\$946	\$1419	\$1892
Category III	\$1676	\$419	\$838	\$1257	\$1676
Category IV	\$1484	\$371	\$742	\$1113	\$1484
Category V	\$1268	\$317	\$634	\$951	\$1268
Category VI	\$1096	\$274	\$548	\$822	\$1096
Category VII	\$948	\$237	\$474	\$711	\$948
Category VIII	\$820	\$205	\$410	\$615	\$820

#### 2009-10

	<b>Base</b>	<b>10-14 years</b>	<b>15-19 years</b>	<b>20-24 years</b>	<b>25 years or more</b>
Category I	\$2564	\$641	\$1282	\$1923	\$2564
Category II	\$1988	\$497	\$994	\$1491	\$1988
Category III	\$1760	\$440	\$880	\$1320	\$1760
Category IV	\$1560	\$390	\$780	\$1170	\$1560
Category V	\$1332	\$333	\$666	\$999	\$1332
Category VI	\$1152	\$288	\$576	\$864	\$1152
Category VII	\$996	\$249	\$498	\$747	\$996
Category VIII	\$864	\$216	\$432	\$648	\$864

### LONGEVITY CATEGORIES

#### Category I

Community College Professional 21 (12 month) and above

#### Category II

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



**Category III**

Associate Professor  
Community College Professional 19 (11 month)  
Community College Professional 19 (10 month)  
Community College Professional 18 (12 month)

**Category IV**

Assistant Professor  
Community College Professional 18 (10 month)  
Community College Professional 17 (12 month)  
Community College Professional 16 (12 month)

**Category V**

Instructor  
Community College Professional 17 (10 month)  
Community College Professional 17 (9 month)  
Community College Professional 16 (10 month)  
Community College Professional 15 (12 month)  
Community College Professional 14 (12 month)

**Category VI**

Community College Professional 15 (10 month)  
Community College Professional 14 (10 month)  
Community College Professional 13 (12 month)  
Community College Professional 12 (12 month)

**Category VII**

Community College Professional 13 (10 month)  
Community College Professional 12 (10 month)  
Community College Professional 11 (12 month)  
Community College Professional 10 (12 month)

**Category VIII**

Community College Professional 11 (10 month)  
Community College Professional 10 (10 month)  
Community College Professional 9 (12 month)  
Community College Professional 9 (10 month)  
Community College Professional 8 (12 month)  
Community College Professional 8 (10 month)  
Community College Professional 8 (9 month)

**SCHEDULE B**  
**TABLE OF RANK AND MINIMUM QUALIFICATIONS<sup>3</sup>**

**ADMINISTRATORS, COUNSELORS, LIBRARIANS AND NON-TEACHING PROFESSIONALS**

Classification	Minimum Qualifications Approved by the Board of Trustees <sup>4</sup>	Standard Equivalencies
CCP 8	1-2 years	Associate's
CCP 9	1-2 years	Associate's
CCP 10	2-3 years	Associates and 0-1 year
CCP 11	2-3 years	Associates and 0-1 year
CCP 12	Associate's and 0-2 years	Bachelor's
CCP 13	Associate's and 0-3 years	Bachelor's and 0-1 year
CCP 14	Bachelor's and 0-3 years	Master's and 0-1 year
CCP 15	Bachelor's and 1-4 years	Master's and 0-2 years
CCP 16	Bachelor's and 1-4 years	Master's and 0-2 years
CCP 17	Bachelor's and 2-5 years	Master's and 0-3 years
CCP 18	Master's and 1-4 years incl. 0-2 years supv.	6 <sup>th</sup> and 1-3 years incl. 0-2 supv.
CCP 19	Master's and 2-5 years incl. 0-2 years supv.	6 <sup>th</sup> and 1-4 years incl. 0-2 supv.
CCP 20	Master's and 3-6 years incl. 1-3 years supv.	6 <sup>th</sup> and 2-5 years incl. 1-3 supv; Doctorate and 1-4 yrs. Incl. 1-3 supv.
CCP 21	Master's and 4-7 years incl. 2-4 years supv.	6 <sup>th</sup> and 3-6 years incl. 2-4 supv.; Doctorate and 2-5 yrs. Incl. 2-4 supv.
CCP 22	Master's and 4-7 years incl. 2-4 years supv.	6 <sup>th</sup> and 3-6 years incl. 2-4 supv.; Doctorate and 2-5 yrs. Incl. 2-4 supv.

<sup>3</sup> These are the minimum qualifications established by the Board on October 16, 1989 for each classification. The Board action also authorized the Chancellor to establish specific minimums for each type of position assigned to that classification and to establish qualifications less than the minimum in order to meet market conditions.

<sup>4</sup> Job experience required for CCP 14 and below may be at the paraprofessional level; for CCP 15 and above, experience must be at the professional level. Supervisory experience is required only for supervisory positions.

**SCHEDULE C  
SALARY SCHEDULES**

**Administrators, Counselors and Librarians**

**ACL 12 Month Contract - FY2008**

<b>2007-08 Group</b>	<b>Step 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>
<b>8</b>	29,452	30,434	31,427	32,431	33,444	34,468	35,502	36,546	37,601	38,666	39,742	40,827	41,924	43,032	44,152	45,283	46,425	47,579
<b>9</b>	30,552	31,567	32,593	33,630	34,676	35,733	36,800	37,877	38,965	40,064	41,174	42,296	43,429	44,573	45,729	46,896	48,074	49,264
<b>10</b>	31,815	32,876	33,947	35,028	36,121	37,225	38,341	39,468	40,606	41,755	42,916	44,088	45,272	46,466	47,674	48,893	50,125	51,369
<b>11</b>	33,366	34,475	35,596	36,728	37,871	39,026	40,192	41,369	42,558	43,759	44,972	46,198	47,436	48,686	49,949	51,224	52,511	53,812
<b>12</b>	35,092	36,263	37,446	38,639	39,846	41,064	42,295	43,538	44,794	46,062	47,342	48,635	49,941	51,260	52,593	53,939	55,299	56,672
<b>13</b>	37,125	38,363	39,614	40,877	42,152	43,439	44,740	46,054	47,382	48,723	50,078	51,445	52,827	54,221	55,630	57,054	58,492	59,944
<b>14</b>	39,496	40,812	42,140	43,482	44,838	46,207	47,589	48,985	50,395	51,819	53,258	54,712	56,179	57,661	59,158	60,670	62,198	63,741
<b>15</b>	42,714	44,139	45,578	47,031	48,499	49,981	51,477	52,989	54,517	56,060	57,618	59,192	60,781	62,386	64,007	65,645	67,299	68,970
<b>16</b>	46,386	47,932	49,494	51,070	52,663	54,271	55,895	57,536	59,193	60,867	62,557	64,264	65,988	67,730	69,489	71,266	73,060	74,872
<b>17</b>	50,062	51,734	53,422	55,127	56,849	58,588	60,346	62,120	63,913	65,722	67,550	69,397	71,263	73,146	75,049	76,970	78,910	80,870
<b>18</b>	54,424	56,241	58,077	59,931	61,803	63,694	65,604	67,533	69,482	71,450	73,438	75,445	77,472	79,520	81,588	83,677	85,787	87,917
<b>19</b>	59,018	60,986	62,974	64,982	67,009	69,056	71,125	73,213	75,323	77,453	79,605	81,778	83,973	86,189	88,429	90,690	92,975	95,282
<b>20</b>	64,302	66,445	68,610	70,797	73,005	75,235	77,488	79,763	82,061	84,382	86,726	89,094	91,486	93,901	96,340	98,804	101,292	103,805
<b>21</b>	69,814	72,140	74,490	76,863	79,260	81,680	84,125	86,595	89,090	91,609	94,153	96,723	99,319	101,940	104,587	107,261	109,962	112,689
<b>22</b>	76,241	78,782	81,348	83,941	86,559	89,203	91,874	94,572	97,296	100,047	102,826	105,633	108,467	111,331	114,223	117,144	120,094	123,074

**Administrators, Counselors and Librarians**

**ACL 12 Month Contract - FY2009**

<b>2008-09 Group</b>	<b>Step <u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>	<b><u>15</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
<b>8</b>	30,336	31,347	32,370	33,404	34,447	35,502	36,567	37,642	38,729	39,826	40,934	42,052	43,182	44,323	45,477	46,641	47,818	49,006
<b>9</b>	31,469	32,514	33,571	34,639	35,716	36,805	37,904	39,013	40,134	41,266	42,409	43,565	44,732	45,910	47,101	48,303	49,516	50,742
<b>10</b>	32,769	33,862	34,965	36,079	37,205	38,342	39,491	40,652	41,824	43,008	44,203	45,411	46,630	47,860	49,104	50,360	51,629	52,910
<b>11</b>	34,367	35,509	36,664	37,830	39,007	40,197	41,398	42,610	43,835	45,072	46,321	47,584	48,859	50,147	51,447	52,761	54,086	55,426
<b>12</b>	36,145	37,351	38,569	39,798	41,041	42,296	43,564	44,844	46,138	47,444	48,762	50,094	51,439	52,798	54,171	55,557	56,958	58,372
<b>13</b>	38,239	39,514	40,802	42,103	43,417	44,742	46,082	47,436	48,803	50,185	51,580	52,988	54,412	55,848	57,299	58,766	60,247	61,742
<b>14</b>	40,681	42,036	43,404	44,786	46,183	47,593	49,017	50,455	51,907	53,374	54,856	56,353	57,864	59,391	60,933	62,490	64,064	65,653
<b>15</b>	43,995	45,463	46,945	48,442	49,954	51,480	53,021	54,579	56,153	57,742	59,347	60,968	62,604	64,258	65,927	67,614	69,318	71,039
<b>16</b>	47,778	49,370	50,979	52,602	54,243	55,899	57,572	59,262	60,969	62,693	64,434	66,192	67,968	69,762	71,574	73,404	75,252	77,118
<b>17</b>	51,564	53,286	55,025	56,781	58,554	60,346	62,156	63,984	65,830	67,694	69,577	71,479	73,401	75,340	77,300	79,279	81,277	83,296
<b>18</b>	56,057	57,928	59,819	61,729	63,657	65,605	67,572	69,559	71,566	73,594	75,641	77,708	79,796	81,906	84,036	86,187	88,361	90,555
<b>19</b>	60,789	62,816	64,863	66,931	69,019	71,128	73,259	75,409	77,583	79,777	81,993	84,231	86,492	88,775	91,082	93,411	95,764	98,140
<b>20</b>	66,231	68,438	70,668	72,921	75,195	77,492	79,813	82,156	84,523	86,913	89,328	91,767	94,231	96,718	99,230	101,768	104,331	106,919
<b>21</b>	71,908	74,304	76,725	79,169	81,638	84,130	86,649	89,193	91,763	94,357	96,978	99,625	102,299	104,998	107,725	110,479	113,261	116,070
<b>22</b>	78,528	81,145	83,788	86,459	89,156	91,879	94,630	97,409	100,215	103,048	105,911	108,802	111,721	114,671	117,650	120,658	123,697	126,766

**Administrators, Counselors and Librarians**

**ACL 12 Month Contract - FY2010**

<b>2009-10 Group</b>	<b>Step <u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>	<b><u>15</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
<b>8</b>	31,246	32,287	33,341	34,406	35,480	36,567	37,664	38,771	39,891	41,021	42,162	43,314	44,477	45,653	46,841	48,040	49,253	50,476
<b>9</b>	32,413	33,489	34,578	35,678	36,787	37,909	39,041	40,183	41,338	42,504	43,681	44,872	46,074	47,287	48,514	49,752	51,001	52,264
<b>10</b>	33,752	34,878	36,014	37,161	38,321	39,492	40,676	41,872	43,079	44,298	45,529	46,773	48,029	49,296	50,577	51,871	53,178	54,497
<b>11</b>	35,398	36,574	37,764	38,965	40,177	41,403	42,640	43,888	45,150	46,424	47,711	49,012	50,325	51,651	52,990	54,344	55,709	57,089
<b>12</b>	37,229	38,472	39,726	40,992	42,272	43,565	44,871	46,189	47,522	48,867	50,225	51,597	52,982	54,382	55,796	57,224	58,667	60,123
<b>13</b>	39,386	40,699	42,026	43,366	44,720	46,084	47,464	48,859	50,267	51,691	53,127	54,578	56,044	57,523	59,018	60,529	62,054	63,594
<b>14</b>	41,901	43,297	44,706	46,130	47,568	49,021	50,488	51,969	53,464	54,975	56,502	58,044	59,600	61,173	62,761	64,365	65,986	67,623
<b>15</b>	45,315	46,827	48,353	49,895	51,453	53,024	54,612	56,216	57,838	59,474	61,127	62,797	64,482	66,186	67,905	69,642	71,398	73,170
<b>16</b>	49,211	50,851	52,508	54,180	55,870	57,576	59,299	61,040	62,798	64,574	66,367	68,178	70,007	71,855	73,721	75,606	77,510	79,432
<b>17</b>	53,111	54,885	56,676	58,484	60,311	62,156	64,021	65,904	67,805	69,725	71,664	73,623	75,603	77,600	79,619	81,657	83,715	85,795
<b>18</b>	57,739	59,666	61,614	63,581	65,567	67,573	69,599	71,646	73,713	75,802	77,910	80,039	82,190	84,363	86,557	88,773	91,012	93,272
<b>19</b>	62,613	64,700	66,809	68,939	71,090	73,262	75,457	77,671	79,910	82,170	84,453	86,758	89,087	91,438	93,814	96,213	98,637	101,084
<b>20</b>	68,218	70,491	72,788	75,109	77,451	79,817	82,207	84,621	87,059	89,520	92,008	94,520	97,058	99,620	102,207	104,821	107,461	110,127
<b>21</b>	74,065	76,533	79,027	81,544	84,087	86,654	89,248	91,869	94,516	97,188	99,887	102,614	105,368	108,148	110,957	113,793	116,659	119,552
<b>22</b>	80,884	83,579	86,302	89,053	91,831	94,635	97,469	100,331	103,221	106,139	109,088	112,066	115,073	118,111	121,180	124,278	127,408	130,569

**Administrators, Counselors and Librarians**

**ACL 11 Month Contract - FY2008**

<b>2007-08</b>	<b>Step</b>																	
<b>Group</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>
<b>8</b>	26,998	27,898	28,808	29,728	30,657	31,596	32,544	33,501	34,468	35,444	36,430	37,425	38,430	39,446	40,473	41,509	42,556	43,614
<b>9</b>	28,006	28,936	29,877	30,828	31,786	32,755	33,733	34,721	35,718	36,725	37,743	38,771	39,810	40,859	41,918	42,988	44,068	45,159
<b>10</b>	29,164	30,136	31,118	32,109	33,111	34,123	35,146	36,179	37,222	38,275	39,340	40,414	41,499	42,594	43,701	44,819	45,948	47,088
<b>11</b>	30,586	31,602	32,630	33,667	34,715	35,774	36,843	37,922	39,012	40,112	41,224	42,348	43,483	44,629	45,787	46,955	48,135	49,328
<b>12</b>	32,168	33,241	34,326	35,419	36,526	37,642	38,770	39,910	41,061	42,224	43,397	44,582	45,779	46,988	48,210	49,444	50,691	51,949
<b>13</b>	34,031	35,166	36,313	37,471	38,639	39,819	41,012	42,216	43,434	44,663	45,905	47,158	48,425	49,703	50,994	52,300	53,618	54,949
<b>14</b>	36,205	37,411	38,628	39,859	41,102	42,356	43,623	44,903	46,195	47,501	48,820	50,153	51,497	52,856	54,228	55,614	57,015	58,429
<b>15</b>	39,155	40,461	41,780	43,112	44,457	45,816	47,187	48,573	49,974	51,388	52,817	54,259	55,716	57,187	58,673	60,175	61,691	63,223
<b>16</b>	42,521	43,938	45,370	46,814	48,274	49,748	51,237	52,741	54,260	55,795	57,344	58,909	60,489	62,086	63,698	65,327	66,972	68,633
<b>17</b>	45,890	47,423	48,970	50,533	52,112	53,706	55,317	56,943	58,587	60,245	61,921	63,614	65,324	67,051	68,795	70,556	72,334	74,131
<b>18</b>	49,889	51,554	53,237	54,937	56,653	58,386	60,137	61,905	63,692	65,496	67,318	69,158	71,016	72,893	74,789	76,704	78,638	80,591
<b>19</b>	54,100	55,904	57,726	59,567	61,425	63,301	65,198	67,112	69,046	70,999	72,971	74,963	76,975	79,007	81,060	83,133	85,227	87,342
<b>20</b>	58,944	60,908	62,893	64,897	66,921	68,965	71,031	73,116	75,223	77,350	79,499	81,670	83,862	86,076	88,312	90,570	92,851	95,155
<b>21</b>	63,996	66,128	68,283	70,458	72,655	74,873	77,115	79,379	81,666	83,975	86,307	88,663	91,042	93,445	95,871	98,323	100,799	103,298
<b>22</b>	69,888	72,217	74,569	76,946	79,346	81,769	84,218	86,691	89,188	91,710	94,257	96,830	99,428	102,053	104,704	16107,382	110,086	112,818

**Administrators, Counselors and Librarians**

**ACL 11 Month Contract - FY2009**

<b>2008-09</b>	<b>Step</b>																	
<b>Group</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>	<b><u>15</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
<b>8</b>	27,808	28,735	29,673	30,620	31,576	32,544	33,520	34,505	35,502	36,507	37,523	38,548	39,584	40,629	41,687	42,754	43,833	44,922
<b>9</b>	28,847	29,805	30,773	31,752	32,740	33,738	34,745	35,762	36,790	37,827	38,875	39,935	41,004	42,084	43,176	44,278	45,390	46,514
<b>10</b>	30,038	31,040	32,051	33,072	34,105	35,147	36,200	37,264	38,339	39,424	40,519	41,627	42,744	43,872	45,012	46,163	47,327	48,501
<b>11</b>	31,503	32,550	33,609	34,678	35,756	36,847	37,948	39,059	40,182	41,316	42,461	43,619	44,787	45,968	47,160	48,364	49,579	50,807
<b>12</b>	33,133	34,238	35,355	36,482	37,621	38,771	39,934	41,107	42,293	43,490	44,699	45,920	47,152	48,398	49,657	50,927	52,212	53,508
<b>13</b>	35,052	36,221	37,402	38,594	39,799	41,014	42,242	43,483	44,736	46,003	47,282	48,572	49,878	51,194	52,524	53,869	55,226	56,597
<b>14</b>	37,291	38,533	39,787	41,054	42,334	43,627	44,932	46,250	47,581	48,926	50,285	51,657	53,042	54,442	55,855	57,283	58,725	60,182
<b>15</b>	40,329	41,674	43,033	44,405	45,791	47,190	48,603	50,031	51,474	52,930	54,401	55,887	57,387	58,903	60,433	61,980	63,542	65,119
<b>16</b>	43,797	45,256	46,731	48,219	49,723	51,241	52,774	54,324	55,888	57,469	59,065	60,676	62,304	63,949	65,610	67,287	68,981	70,692
<b>17</b>	47,267	48,846	50,440	52,049	53,675	55,317	56,976	58,652	60,344	62,053	63,779	65,522	67,284	69,062	70,858	72,672	74,504	76,355
<b>18</b>	51,386	53,101	54,834	56,585	58,352	60,138	61,941	63,762	65,602	67,461	69,338	71,232	73,146	75,081	77,033	79,005	80,998	83,009
<b>19</b>	55,723	57,581	59,458	61,353	63,267	65,201	67,154	69,125	71,118	73,129	75,160	77,212	79,284	81,377	83,492	85,627	87,784	89,962
<b>20</b>	60,712	62,735	64,779	66,844	68,929	71,034	73,162	75,310	77,479	79,670	81,884	84,120	86,378	88,658	90,961	93,287	95,637	98,009
<b>21</b>	65,916	68,112	70,331	72,572	74,835	77,119	79,428	81,760	84,116	86,494	88,897	91,323	93,774	96,248	98,748	101,272	103,823	106,398
<b>22</b>	71,984	74,383	76,806	79,254	81,726	84,222	86,744	89,292	91,864	94,461	97,085	99,735	102,411	105,115	107,846	110,603	113,389	116,202

**Administrators, Counselors and Librarians**

**ACL 11 Month Contract - FY2010**

<b>2009-10</b>	<b>Step</b>																	
<b>Group</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>	<b><u>15</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
<b>8</b>	28,642	29,596	30,563	31,539	32,523	33,520	34,525	35,540	36,567	37,603	38,649	39,705	40,771	41,849	42,938	44,037	45,149	46,270
<b>9</b>	29,712	30,698	31,697	32,705	33,721	34,750	35,788	36,834	37,893	38,962	40,041	41,133	42,235	43,346	44,471	45,606	46,751	47,909
<b>10</b>	30,939	31,972	33,013	34,064	35,128	36,201	37,286	38,383	39,489	40,607	41,735	42,875	44,027	45,188	46,362	47,548	48,747	49,956
<b>11</b>	32,448	33,526	34,617	35,718	36,829	37,953	39,087	40,231	41,388	42,555	43,735	44,928	46,131	47,347	48,574	49,815	51,067	52,332
<b>12</b>	34,127	35,266	36,416	37,576	38,749	39,935	41,132	42,340	43,562	44,795	46,040	47,297	48,567	49,850	51,146	52,455	53,778	55,113
<b>13</b>	36,104	37,307	38,524	39,752	40,993	42,244	43,509	44,787	46,078	47,383	48,700	50,030	51,374	52,729	54,100	55,485	56,883	58,295
<b>14</b>	38,409	39,689	40,981	42,286	43,604	44,936	46,281	47,638	49,009	50,394	51,794	53,207	54,633	56,075	57,531	59,001	60,487	61,988
<b>15</b>	41,539	42,925	44,324	45,737	47,165	48,605	50,061	51,531	53,018	54,518	56,033	57,564	59,109	60,671	62,246	63,839	65,448	67,073
<b>16</b>	45,110	46,613	48,132	49,665	51,214	52,778	54,357	55,953	57,565	59,193	60,836	62,497	64,173	65,867	67,578	69,306	71,051	72,813
<b>17</b>	48,685	50,311	51,953	53,610	55,285	56,976	58,686	60,412	62,155	63,915	65,692	67,488	69,303	71,133	72,984	74,852	76,739	78,645
<b>18</b>	52,927	54,694	56,480	58,283	60,103	61,942	63,799	65,676	67,570	69,485	71,418	73,369	75,341	77,333	79,344	81,375	83,428	85,499
<b>19</b>	57,395	59,308	61,242	63,194	65,166	67,157	69,169	71,198	73,251	75,323	77,415	79,528	81,663	83,818	85,996	88,195	90,417	92,660
<b>20</b>	62,533	64,617	66,722	68,850	70,997	73,166	75,356	77,569	79,804	82,060	84,341	86,643	88,970	91,318	93,690	96,086	98,506	100,950
<b>21</b>	67,893	70,155	72,441	74,749	77,080	79,433	81,811	84,213	86,640	89,089	91,563	94,063	96,587	99,136	101,711	104,310	106,937	109,589
<b>22</b>	74,144	76,614	79,110	81,632	84,178	86,749	89,347	91,970	94,619	97,294	99,997	102,727	105,484	108,268	111,082	113,922	116,791	119,688



**Administrators, Counselors and Librarians**

**ACL 10 Month Contract - FY2008**

<b>2007-08</b>	<b>Step</b>																	
<b>Group</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>	<b><u>15</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
<b>8</b>	24,543	25,362	26,189	27,026	27,870	28,723	29,585	30,455	31,334	32,222	33,118	34,023	34,937	35,860	36,793	37,736	38,688	39,649
<b>9</b>	25,460	26,306	27,161	28,025	28,897	29,778	30,667	31,564	32,471	33,387	34,312	35,247	36,191	37,144	38,108	39,080	40,062	41,053
<b>10</b>	26,513	27,397	28,289	29,190	30,101	31,021	31,951	32,890	33,838	34,796	35,763	36,740	37,727	38,722	39,728	40,744	41,771	42,808
<b>11</b>	27,805	28,729	29,663	30,607	31,559	32,522	33,493	34,474	35,465	36,466	37,477	38,498	39,530	40,572	41,624	42,687	43,759	44,843
<b>12</b>	29,243	30,219	31,205	32,199	33,205	34,220	35,246	36,282	37,328	38,385	39,452	40,529	41,618	42,717	43,828	44,949	46,083	47,227
<b>13</b>	30,938	31,969	33,012	34,064	35,127	36,199	37,283	38,378	39,485	40,603	41,732	42,871	44,023	45,184	46,358	47,545	48,743	49,953
<b>14</b>	32,913	34,010	35,117	36,235	37,365	38,506	39,658	40,821	41,996	43,183	44,382	45,593	46,816	48,051	49,298	50,558	51,832	53,118
<b>15</b>	35,595	36,783	37,982	39,193	40,416	41,651	42,898	44,158	45,431	46,717	48,015	49,327	50,651	51,988	53,339	54,704	56,083	57,475
<b>16</b>	38,655	39,943	41,245	42,558	43,886	45,226	46,579	47,947	49,328	50,723	52,131	53,553	54,990	56,442	57,908	59,388	60,883	62,393
<b>17</b>	41,718	43,112	44,518	45,939	47,374	48,823	50,288	51,767	53,261	54,768	56,292	57,831	59,386	60,955	62,541	64,142	65,758	67,392
<b>18</b>	45,353	46,868	48,398	49,943	51,503	53,078	54,670	56,278	57,902	59,542	61,198	62,871	64,560	66,267	67,990	69,731	71,489	73,264
<b>19</b>	49,182	50,822	52,478	54,152	55,841	57,547	59,271	61,011	62,769	64,544	66,338	68,148	69,978	71,824	73,691	75,575	77,479	79,402
<b>20</b>	53,585	55,371	57,175	58,998	60,838	62,696	64,573	66,469	68,384	70,318	72,272	74,245	76,238	78,251	80,283	82,337	84,410	86,504
<b>21</b>	58,178	60,117	62,075	64,053	66,050	68,067	70,104	72,163	74,242	76,341	78,461	80,603	82,766	84,950	87,156	89,384	91,635	93,908
<b>22</b>	63,534	65,652	67,790	69,951	72,133	74,336	76,562	78,810	81,080	83,373	85,688	88,028	90,389	92,776	95,186	97,620	100,078	102,562

**Administrators, Counselors and Librarians**

**ACL 10 Month Contract - FY2009**

<b>2008-09</b>	<b>Step</b>																	
<b>Group</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>	<b><u>15</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
<b>8</b>	25,280	26,123	26,975	27,837	28,706	29,585	30,473	31,368	32,274	33,188	34,112	35,043	35,985	36,936	37,898	38,868	39,848	40,838
<b>9</b>	26,224	27,095	27,976	28,866	29,763	30,671	31,587	32,511	33,445	34,388	35,341	36,304	37,277	38,258	39,251	40,253	41,263	42,285
<b>10</b>	27,308	28,218	29,138	30,066	31,004	31,952	32,909	33,877	34,853	35,840	36,836	37,843	38,858	39,883	40,920	41,967	43,024	44,092
<b>11</b>	28,639	29,591	30,553	31,525	32,506	33,498	34,498	35,508	36,529	37,560	38,601	39,653	40,716	41,789	42,873	43,968	45,072	46,188
<b>12</b>	30,121	31,126	32,141	33,165	34,201	35,247	36,303	37,370	38,448	39,537	40,635	41,745	42,866	43,998	45,143	46,298	47,465	48,643
<b>13</b>	31,866	32,928	34,002	35,086	36,181	37,285	38,402	39,530	40,669	41,821	42,983	44,157	45,343	46,540	47,749	48,972	50,206	51,452
<b>14</b>	33,901	35,030	36,170	37,322	38,486	39,661	40,848	42,046	43,256	44,478	45,713	46,961	48,220	49,493	50,778	52,075	53,387	54,711
<b>15</b>	36,663	37,886	39,121	40,368	41,628	42,900	44,184	45,483	46,794	48,118	49,456	50,807	52,170	53,548	54,939	56,345	57,765	59,199
<b>16</b>	39,815	41,142	42,483	43,835	45,203	46,583	47,977	49,385	50,808	52,244	53,695	55,160	56,640	58,135	59,645	61,170	62,710	64,265
<b>17</b>	42,970	44,405	45,854	47,318	48,795	50,288	51,797	53,320	54,858	56,412	57,981	59,566	61,168	62,783	64,417	66,066	67,731	69,413
<b>18</b>	46,714	48,273	49,849	51,441	53,048	54,671	56,310	57,966	59,638	61,328	63,034	64,757	66,497	68,255	70,030	71,823	73,634	75,463
<b>19</b>	50,658	52,347	54,053	55,776	57,516	59,273	61,049	62,841	64,653	66,481	68,328	70,193	72,077	73,979	75,902	77,843	79,803	81,783
<b>20</b>	55,193	57,032	58,890	60,768	62,663	64,577	66,511	68,463	70,436	72,428	74,440	76,473	78,526	80,598	82,692	84,807	86,943	89,099
<b>21</b>	59,923	61,920	63,938	65,974	68,032	70,108	72,208	74,328	76,469	78,631	80,815	83,021	85,249	87,498	89,771	92,066	94,384	96,725
<b>22</b>	65,440	67,621	69,823	72,049	74,297	76,566	78,858	81,174	83,513	85,873	88,259	90,668	93,101	95,559	98,042	100,548	103,081	105,638

**Administrators, Counselors and Librarians**

**ACL 10 Month Contract - FY2010**

<b>2009-10</b>	<b>Step</b>																	
<b>Group</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>	<b><u>15</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
<b>8</b>	26,038	26,906	27,784	28,672	29,567	30,473	31,387	32,309	33,243	34,184	35,135	36,095	37,064	38,044	39,034	40,033	41,044	42,063
<b>9</b>	27,011	27,908	28,815	29,732	30,656	31,591	32,534	33,486	34,448	35,420	36,401	37,393	38,395	39,406	40,428	41,460	42,501	43,553
<b>10</b>	28,127	29,065	30,012	30,968	31,934	32,910	33,897	34,893	35,899	36,915	37,941	38,978	40,024	41,080	42,148	43,226	44,315	45,414
<b>11</b>	29,498	30,478	31,470	32,471	33,481	34,503	35,533	36,573	37,625	38,687	39,759	40,843	41,938	43,043	44,158	45,287	46,424	47,574
<b>12</b>	31,024	32,060	33,105	34,160	35,227	36,304	37,393	38,491	39,602	40,723	41,854	42,998	44,152	45,318	46,497	47,687	48,889	50,103
<b>13</b>	32,822	33,916	35,022	36,138	37,267	38,403	39,553	40,716	41,889	43,076	44,273	45,482	46,703	47,936	49,182	50,441	51,712	52,995
<b>14</b>	34,918	36,081	37,255	38,442	39,640	40,851	42,073	43,308	44,553	45,813	47,085	48,370	49,667	50,978	52,301	53,638	54,988	56,353
<b>15</b>	37,763	39,023	40,294	41,579	42,878	44,187	45,510	46,847	48,198	49,562	50,939	52,331	53,735	55,155	56,588	58,035	59,498	60,975
<b>16</b>	41,009	42,376	43,757	45,150	46,558	47,980	49,416	50,867	52,332	53,812	55,306	56,815	58,339	59,879	61,434	63,005	64,592	66,193
<b>17</b>	44,259	45,738	47,230	48,737	50,259	51,797	53,351	54,920	56,504	58,104	59,720	61,353	63,003	64,667	66,349	68,048	69,763	71,496
<b>18</b>	48,116	49,722	51,345	52,984	54,639	56,311	57,999	59,705	61,428	63,168	64,925	66,699	68,492	70,303	72,131	73,978	75,843	77,727
<b>19</b>	52,178	53,917	55,674	57,449	59,242	61,052	62,881	64,726	66,592	68,475	70,378	72,298	74,239	76,198	78,178	80,178	82,198	84,237
<b>20</b>	56,848	58,743	60,657	62,591	64,543	66,514	68,506	70,518	72,549	74,600	76,673	78,767	80,882	83,017	85,173	87,351	89,551	91,773
<b>21</b>	61,721	63,778	65,856	67,953	70,073	72,212	74,373	76,558	78,763	80,990	83,239	85,512	87,807	90,123	92,464	94,828	97,216	99,627
<b>22</b>	67,403	69,649	71,918	74,211	76,526	78,863	81,224	83,609	86,018	88,449	90,907	93,388	95,894	98,426	100,983	103,565	106,173	108,808

**Administrators, Counselors and Librarians**

**ACL 9 Month Contract - FY2008**

<b>2007-08</b>	<b>Step</b>																	
<b>Group</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>	<b><u>15</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
<b>8</b>	22,089	22,826	23,570	24,323	25,083	25,851	26,627	27,410	28,201	29,000	29,807	30,620	31,443	32,274	33,114	33,962	34,819	35,684
<b>9</b>	22,914	23,675	24,445	25,223	26,007	26,800	27,600	28,408	29,224	30,048	30,881	31,722	32,572	33,430	34,297	35,172	36,056	36,948
<b>10</b>	23,861	24,657	25,460	26,271	27,091	27,919	28,756	29,601	30,455	31,316	32,187	33,066	33,954	34,850	35,756	36,670	37,594	38,527
<b>11</b>	25,025	25,856	26,697	27,546	28,403	29,270	30,144	31,027	31,919	32,819	33,729	34,649	35,577	36,515	37,462	38,418	39,383	40,359
<b>12</b>	26,319	27,197	28,085	28,979	29,885	30,798	31,721	32,654	33,596	34,547	35,507	36,476	37,456	38,445	39,445	40,454	41,474	42,504
<b>13</b>	27,844	28,772	29,711	30,658	31,614	32,579	33,555	34,541	35,537	36,542	37,559	38,584	39,620	40,666	41,723	42,791	43,869	44,958
<b>14</b>	29,622	30,609	31,605	32,612	33,629	34,655	35,692	36,739	37,796	38,864	39,944	41,034	42,134	43,246	44,369	45,503	46,649	47,806
<b>15</b>	32,036	33,104	34,184	35,273	36,374	37,486	38,608	39,742	40,888	42,045	43,214	44,394	45,586	46,790	48,005	49,234	50,474	51,728
<b>16</b>	34,790	35,949	37,121	38,303	39,497	40,703	41,921	43,152	44,395	45,650	46,918	48,198	49,491	50,798	52,117	53,450	54,795	56,154
<b>17</b>	37,547	38,801	40,067	41,345	42,637	43,941	45,260	46,590	47,935	49,292	50,663	52,048	53,447	54,860	56,287	57,728	59,183	60,653
<b>18</b>	40,818	42,181	43,558	44,948	46,352	47,771	49,203	50,650	52,112	53,588	55,079	56,584	58,104	59,640	61,191	62,758	64,340	65,938
<b>19</b>	44,264	45,740	47,231	48,737	50,257	51,792	53,344	54,910	56,492	58,090	59,704	61,334	62,980	64,642	66,322	68,018	69,731	71,462
<b>20</b>	48,227	49,834	51,458	53,098	54,754	56,426	58,116	59,822	61,546	63,287	65,045	66,821	68,615	70,426	72,255	74,103	75,969	77,854
<b>21</b>	52,361	54,105	55,868	57,647	59,445	61,260	63,094	64,946	66,818	68,707	70,615	72,542	74,489	76,455	78,440	80,446	82,472	84,517
<b>22</b>	57,181	59,087	61,011	62,956	64,919	66,902	68,906	70,929	72,972	75,035	77,120	79,225	81,350	83,498	85,667	87,858	90,071	92,306

**Administrators, Counselors and Librarians**

**ACL 9 Month Contract - FY2009**

<b>2008-09</b>	<b>Step</b>																	
<b>Group</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>	<b><u>15</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
<b>8</b>	22,752	23,510	24,278	25,053	25,835	26,627	27,425	28,232	29,047	29,870	30,701	31,539	32,387	33,242	34,108	34,981	35,864	36,755
<b>9</b>	23,602	24,386	25,178	25,979	26,787	27,604	28,428	29,260	30,101	30,950	31,807	32,674	33,549	34,433	35,326	36,227	37,137	38,057
<b>10</b>	24,577	25,397	26,224	27,059	27,904	28,757	29,618	30,489	31,368	32,256	33,152	34,058	34,973	35,895	36,828	37,770	38,722	39,683
<b>11</b>	25,775	26,632	27,498	28,373	29,255	30,148	31,049	31,958	32,876	33,804	34,741	35,688	36,644	37,610	38,585	39,571	40,565	41,570
<b>12</b>	27,109	28,013	28,927	29,849	30,781	31,722	32,673	33,633	34,604	35,583	36,572	37,571	38,579	39,599	40,628	41,668	42,719	43,779
<b>13</b>	28,679	29,636	30,602	31,577	32,563	33,557	34,562	35,577	36,602	37,639	38,685	39,741	40,809	41,886	42,974	44,075	45,185	46,307
<b>14</b>	30,511	31,527	32,553	33,590	34,637	35,695	36,763	37,841	38,930	40,031	41,142	42,265	43,398	44,543	45,700	46,868	48,048	49,240
<b>15</b>	32,996	34,097	35,209	36,332	37,466	38,610	39,766	40,934	42,115	43,307	44,510	45,726	46,953	48,194	49,445	50,711	51,989	53,279
<b>16</b>	35,834	37,028	38,234	39,452	40,682	41,924	43,179	44,447	45,727	47,020	48,326	49,644	50,976	52,322	53,681	55,053	56,439	57,839
<b>17</b>	38,673	39,965	41,269	42,586	43,916	45,260	46,617	47,988	49,373	50,771	52,183	53,609	55,051	56,505	57,975	59,459	60,958	62,472
<b>18</b>	42,043	43,446	44,864	46,297	47,743	49,204	50,679	52,169	53,675	55,196	56,731	58,281	59,847	61,430	63,027	64,640	66,271	67,916
<b>19</b>	45,592	47,112	48,647	50,198	51,764	53,346	54,944	56,557	58,187	59,833	61,495	63,173	64,869	66,581	68,312	70,058	71,823	73,605
<b>20</b>	49,673	51,329	53,001	54,691	56,396	58,119	59,860	61,617	63,392	65,185	66,996	68,825	70,673	72,539	74,423	76,326	78,248	80,189
<b>21</b>	53,931	55,728	57,544	59,377	61,229	63,098	64,987	66,895	68,822	70,768	72,734	74,719	76,724	78,749	80,794	82,859	84,946	87,053
<b>22</b>	58,896	60,859	62,841	64,844	66,867	68,909	70,973	73,057	75,161	77,286	79,433	81,602	83,791	86,003	88,238	90,494	92,773	95,075

**Administrators, Counselors and Librarians**

**ACL 9 Month Contract - FY2010**

<b>2009-10</b>	<b>Step</b>																	
<b>Group</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>	<b><u>15</u></b>	<b><u>16</u></b>	<b><u>17</u></b>	<b><u>18</u></b>
<b>8</b>	23,435	24,215	25,006	25,805	26,610	27,425	28,248	29,078	29,918	30,766	31,622	32,486	33,358	34,240	35,131	36,030	36,940	37,857
<b>9</b>	24,310	25,117	25,934	26,759	27,590	28,432	29,281	30,137	31,004	31,878	32,761	33,654	34,556	35,465	36,386	37,314	38,251	39,198
<b>10</b>	25,314	26,159	27,011	27,871	28,741	29,619	30,507	31,404	32,309	33,224	34,147	35,080	36,022	36,972	37,933	38,903	39,884	40,873
<b>11</b>	26,549	27,431	28,323	29,224	30,133	31,052	31,980	32,916	33,863	34,818	35,783	36,759	37,744	38,738	39,743	40,758	41,782	42,817
<b>12</b>	27,922	28,854	29,795	30,744	31,704	32,674	33,653	34,642	35,642	36,650	37,669	38,698	39,737	40,787	41,847	42,918	44,000	45,092
<b>13</b>	29,540	30,524	31,520	32,525	33,540	34,563	35,598	36,644	37,700	38,768	39,845	40,934	42,033	43,142	44,264	45,397	46,541	47,696
<b>14</b>	31,426	32,473	33,530	34,598	35,676	36,766	37,866	38,977	40,098	41,231	42,377	43,533	44,700	45,880	47,071	48,274	49,490	50,717
<b>15</b>	33,986	35,120	36,265	37,421	38,590	39,768	40,959	42,162	43,379	44,606	45,845	47,098	48,362	49,640	50,929	52,232	53,549	54,878
<b>16</b>	36,908	38,138	39,381	40,635	41,903	43,182	44,474	45,780	47,099	48,431	49,775	51,134	52,505	53,891	55,291	56,705	58,133	59,574
<b>17</b>	39,833	41,164	42,507	43,863	45,233	46,617	48,016	49,428	50,854	52,294	53,748	55,217	56,702	58,200	59,714	61,243	62,786	64,346
<b>18</b>	43,304	44,750	46,211	47,686	49,175	50,680	52,199	53,735	55,285	56,852	58,433	60,029	61,643	63,272	64,918	66,580	68,259	69,954
<b>19</b>	46,960	48,525	50,107	51,704	53,318	54,947	56,593	58,253	59,933	61,628	63,340	65,069	66,815	68,579	70,361	72,160	73,978	75,813
<b>20</b>	51,164	52,868	54,591	56,332	58,088	59,863	61,655	63,466	65,294	67,140	69,006	70,890	72,794	74,715	76,655	78,616	80,596	82,595
<b>21</b>	55,549	57,400	59,270	61,158	63,065	64,991	66,936	68,902	70,887	72,891	74,915	76,961	79,026	81,111	83,218	85,345	87,494	89,664
<b>22</b>	60,663	62,684	64,727	66,790	68,873	70,976	73,102	75,248	77,416	79,604	81,816	84,050	86,305	88,583	90,885	93,209	95,556	97,927

## SCHEDULE D

### SCHEDULE OF LUMP SUM PAYMENTS IN LIEU OF STEP INCREASE

<u>Classification</u>	<u>Lump Sum Payment</u>
Instructor	\$1,200
Assistant Professor	\$1,300
Associate Professor	\$1,400
Professor	\$1,500
CCP 8 – CCP 10	\$1,000
CCP 11 – CCP 12	\$1,100
CCP 13 – CCP 14	\$1,200
CCP 15 – CCP 16	\$1,300
CCP 17 – CCP 18	\$1,400
CCP 19 – CCP 22	\$1,500

SCHEDULE E

<b>Value of Step for Purposes of Reclassification of Non-Teaching Employees</b>			
<b>12 Month Employees</b>			
Group	2007-08	2008-09	2009-10
<b>8</b>	1,066	1,098	1,131
<b>9</b>	1,101	1,134	1,168
<b>10</b>	1,150	1,185	1,220
<b>11</b>	1,203	1,239	1,276
<b>12</b>	1,269	1,307	1,347
<b>13</b>	1,342	1,383	1,424
<b>14</b>	1,426	1,469	1,513
<b>15</b>	1,544	1,591	1,639
<b>16</b>	1,676	1,726	1,778
<b>17</b>	1,812	1,867	1,923
<b>18</b>	1,970	2,029	2,090
<b>19</b>	2,133	2,197	2,263
<b>20</b>	2,324	2,393	2,465
<b>21</b>	2,522	2,598	2,676
<b>22</b>	2,755	2,838	2,923
<b>10 Month Employees</b>			
Group	2007-08	2008-09	2009-10
<b>8</b>	\$889	\$915	\$943
<b>9</b>	\$917	\$945	\$973
<b>10</b>	\$959	\$987	\$1,017
<b>11</b>	\$1,002	\$1,032	\$1,063
<b>12</b>	\$1,058	\$1,090	\$1,122
<b>13</b>	\$1,119	\$1,152	\$1,187
<b>14</b>	\$1,189	\$1,224	\$1,261
<b>15</b>	\$1,287	\$1,326	\$1,365
<b>16</b>	\$1,396	\$1,438	\$1,481
<b>17</b>	\$1,510	\$1,555	\$1,602
<b>18</b>	\$1,642	\$1,691	\$1,742
<b>19</b>	\$1,778	\$1,831	\$1,886
<b>20</b>	\$1,936	\$1,994	\$2,054
<b>21</b>	\$2,102	\$2,165	\$2,230
<b>22</b>	\$2,296	\$2,365	\$2, 436



**SCHEDULE F**  
**MISCELLANEOUS RATES OF PAY FOR 2007-2010**

	<b>Rate Per:</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
<b>Part-Time Lecturer</b>				
Level I < 18 credit hours	workload credit	\$1,211	\$1,272	\$1,336
Level II > 18 credit hours	workload credit	\$1,304	\$1,369	\$1,437
<b>Part-Time EA (&lt; 20 hours)</b>				
Associates	Hour	\$19.54	\$20.52	\$21.55
Bachelors	Hour	\$22.63	\$23.76	\$24.95
Masters	Hour	\$27.11	\$28.47	\$29.89
Masters + 4	Hour	\$33.52	\$35.20	\$36.96
<b>Part-Time Nursing</b>				
0-3 years at college	Hour	\$44.13	\$46.34	\$48.66
> 3 years at college	Hour	\$48.99	\$51.44	\$54.01
PTL with Clinical component	Course	\$8,975	\$9,424	\$9,895
<b>Nursing/Dental Course Leader</b>				
	Semester	\$2,801	\$2,941	\$3,088
<b>Program Coordinators (cash)</b>				
	release or cash per PC Level I, II, or III	\$3,912	\$4,107	\$4,311
<b>Department Chairs (cash)</b>				
Department Chair <17	FTE	\$158	\$166	\$174
Department Chair >17	FTE	\$403	\$423	\$444
Summer Call in	Per diem	\$333 (summer 08)	\$350 (summer 09)	\$368 (summer 10)

**MISCELLANEOUS RATES OF PAY FOR 2007-2010**

**2007-08**

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

**2008-09**

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

**2009-10**

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

**APPENDIX A  
B CRIGHTS OF THE UNION (AFSCME)**

**Section 1. Union Leave**

**A. Release Time**

Reasonable release time for attending bargaining sessions shall be given to the permanent members of the Union's bargaining committee.

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

**B. Attendance at Conventions**

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

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

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

## Section 2. Meetings of the Board

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

## **RIGHTS OF THE UNION (CONGRESS)**

### Section 1. Use of Facilities

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

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

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

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

Section 2. Chapter Meetings

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

Section 3. Congress Activity

A. Leaves of Absence for Union Assignments

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

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

B. Released Time for Union Business

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

C. Contract Administration Training/Attendance at Conventions

Congress delegates to contract administration training/union conventions shall have a combined total of twenty-four (24) working days' leave with pay per year, to be

distributed by the Congress, to attend said meetings upon thirty (30) calendar days' notice to the President of the appropriate college.

Section 4. Meetings of the Board

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

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

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

Section 5. Position Openings

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

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

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

**APPENDIX D  
UNION SECURITY AND PAYROLL DEDUCTIONS (AFSCME)**

Section 1. Membership

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

Section 2. Deduction of Union Dues

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

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

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

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

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

Section 3.     Agency Service Fee

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

Section 4.     Indemnification

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

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

Section 1.     Dues

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

Section 2.     Service Fees

Professional staff members who are not members of the Congress shall be required as a condition of continued employment to pay a service fee to the Congress each month equal to the regular Congress dues. The Board shall deduct this service fee from such professional staff member's salary each pay period and remit same promptly to the Congress,

together with a list of the names of professional staff members from whose salary such deductions were made, unless the professional staff member has arranged another method of payment with the Congress and has so informed the college.

Notwithstanding the foregoing paragraph, objecting agency fee payers shall not be required to contribute to ideological or political activities of the union which are not germane to the Congress' collective bargaining obligations or its obligations to advance or protect the interests of those employees whom the Congress represents in appropriate legislative, administrative or legal forums. In order to ensure the rights of all individuals, the parties agree to the following procedures for agency fee payers.

On or before November 15 of each year, the Congress shall provide to each agency fee payer in the unit, a written statement of the major categories of union expenditures during the Congress' preceding fiscal year verified by an independent auditor. Said statement shall identify Congress expenditures with sufficient specificity to permit an agency fee payer to object to a category or categories of expenditures which the agency fee payer reasonably believes is for an objectionable ideological or political purpose under this Section.

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

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

Section 3. Calculation/Payment Schedule

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

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

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

Section 4. Rebate

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

Section 5. Summer Salaries

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

Section 6. Payroll Deduction

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

**APPENDIX E  
MISCELLANEOUS SALARY AND FUNDING PROVISIONS (AFSCME)**

A. Other Allocations



(1) Promotions/Change in Duties/Grievance. In each year, 2007-08, 2008-09, and 2009-10, there shall be allocated 0.67% of the total annual salaries of the AFSCME bargaining unit for promotion, change in duties, and grievance adjustments..

(2) Sabbaticals. In 2007-08 \$3,348 shall be allocated for sabbaticals; in 2008-09, \$3,515 shall be allocated for sabbaticals; in 2009-10, \$3,691 shall be allocated for sabbaticals.

(3) Retraining. In 2007-08, \$5,022 shall be allocated for retraining; in 2008-09, \$5,273 shall be allocated for retraining; in 2009-10, \$5,537 shall be allocated for retraining. See side letter Re: Retraining. In each year of the Agreement, unspent retraining dollars shall be allocated for professional development.

(4) Professional Development. In 2007-08, \$16,740 shall be allocated for professional development; in 2008-09, \$17,577 shall be allocated for professional development; in 2009-10, \$18,456 shall be allocated for professional development.

(5) Technology Training. In 2007-08, \$5,022 shall be allocated for technology training; in 2008-09, \$5,273 shall be allocated for technology training; in 2009-10, \$5,537 shall be allocated for technology training. See side letter Re: Technology Training.

(6) Minority Fellowship Program. In 2007-08, \$161,955 shall be allocated for the Minority Fellowship Program; in 2008-09, \$170,053 shall be allocated for the Minority Fellowship Program; in 2009-10, \$178,556 shall be allocated for the Minority Fellowship Program. These amounts represent the total dollars available for the Minority Fellowship Program for the Congress, AFSCME and the Federation of Technical College Teachers, AFT, to be used in accordance with the parties' agreement. (See side letter Re: Minority Fellowship Program.)

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

### **A. Other Allocations**

(1) Promotions/Change in Duties/Grievance. In each year, 2007-08, 2008-09, and 2009-10, there shall be allocated 0.67% of the total annual salaries of the Congress bargaining unit for promotion, change in duties, and grievance adjustments..

(2) Sabbaticals. In 2007-08, \$67,005 shall be allocated for sabbaticals; in 2008-09, \$70,355 shall be allocated for sabbaticals; in 2009-10, \$73,873 shall be allocated for sabbaticals.

(3) Retraining. In 2007-08, \$100,507 shall be allocated for retraining; in 2008-09, \$105,532 shall be allocated for retraining; in 2009-10, \$110,809 shall be allocated for retraining. See side letter Re: Retraining. In each year of the Agreement, unspent retraining dollars shall be allocated for professional development.

(4) Professional Development. In 2007-08, \$335,024 shall be allocated for professional development; in 2008-09, \$351,775 shall be allocated for professional development; in 2009-10, \$369,364 shall be allocated for professional development.

(5) Technology Training. In 2007-08, \$100,507 shall be allocated for technology training; in 2008-09, \$105,532 shall be allocated for technology training; in 2009-10, \$110,809 shall be allocated for technology training. See side letter Re: Technology Training.

(6) Minority Fellowship Program. In 2007-08, \$161,955 shall be allocated for the Minority Fellowship Program; in 2008-09, \$170,053 shall be allocated for the Minority Fellowship Program; in 2009-10, \$178,556 shall be allocated for the Minority Fellowship Program. These amounts represent the total dollars available for the Minority Fellowship Program for the Congress, AFSCME and the Federation of Technical College Teachers, AFT, to be used in accordance with the parties' agreement. (See side letter Re: Minority Fellowship Program.)

#### B. Coextensive Funding

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

### **APPENDIX F PROCEDURES FOR ADMINISTRATION**

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

#### I. UNION REPRESENTATION

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

#### II. GRIEVANCES

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

B. Where the Board believes that either AFSCME or the Congress is taking a position in the grievance procedure which is inconsistent with a position previously or currently taken by the other, it will so indicate to both entities. AFSCME and the Congress

will then confer to determine if any modification is necessary to maintain a consistent position.

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

### III. ARBITRATION

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

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

### IV. GENERAL INTERPRETATION

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

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

## **SUPPLEMENTAL LETTERS OF AGREEMENT**

### **RE: POSITION VACANCIES**

The System Office will continue or initiate the following practices:

1. Notice of full-time position vacancies within the unit will be provided to the union. The notices will provide a general description of the duties, minimum qualifications and starting salary.

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

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

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

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

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

### **RE: GRADE PLACEMENT**

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

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

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

a) Unit members who work twenty or more hours per week will be classified by the employer in the grades recommended by Willis.

b) The employer will provide the union with a copy of its guidelines for position placement.

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

d) The parties recognize that it is difficult to properly evaluate the placement of new positions without sufficient job content information. Accordingly, it is agreed that such positions shall not be referred to the Rating Committee until the incumbent has worked for at least six months in the position. If the position is reclassified as the result of the evaluation, the additional cost shall be borne by the Board on a prospective basis only. Prospective shall mean

no more than 45 calendar days after the final results from the Rating Committee. It is contemplated that the committee's work will commence by March 1.

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

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

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

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

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

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

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

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

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

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

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

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

**RE: MINIMUM QUALIFICATIONS**

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

**RE: DAY AFTER THANKSGIVING**

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

**RE: MERIT PAY**

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

**RE: SABBATICALS (CONGRESS)**

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

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

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

**RE: RETRAINING**

In the course of negotiations, the parties have identified the need to foster and encourage retraining and redirection of staff competencies. While the parties recognize that it is

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

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

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

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

(4) The parties intend that the dollars allocated shall be distributed.

#### **RE: AREAS OF IMPROVEMENT**

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

#### **RE: GRANTS AND CONTRACTS**

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

#### **RE: LUMP-SUM PAYMENTS**

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

The Board shall consult with the Union prior to implementation of the latter awards.

**RE: TECHNOLOGY TRAINING**

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

**RE: TECHNOLOGY TRAINING LABOR/MANAGEMENT COMMITTEE  
(CONGRESS)**

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

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

**RE: ARTICLE XIII**

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

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



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

### **RE: MINORITY FELLOWSHIP PROGRAM**

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

1. The parties agree that dollars contained in separate contract accounts for purposes of the Minority Fellowship Program shall be pooled for use in support of the Program, irrespective of the College or System Office location of the particular fellow, mentor or activity being funded. Expenditure of minority fellowship dollars shall be subject to agreement by all parties.
2. The parties further agree that monies set aside for the Minority Fellowship Program that have been carried forward from prior years shall be used for such program-related activities as the parties may mutually agree to support.
3. It is contemplated that there will be thirteen fellows in each appointment year, one at each college and one in the Chancellor's Office. The parties agree that the scheme for bargaining unit placement of fellow shall be as follows:
  - a. All fellows selected at nonmerged colleges shall be placed in the Congress bargaining unit;
  - b. A fellow selected at Capital Community College shall be placed in the AFSCME bargaining unit;
  - c. Fellows selected at Gateway Community College and at Naugatuck Valley Community College shall be placed in the Congress bargaining unit;
  - d. Fellows selected at Norwalk Community College and at Three Rivers Community College shall be placed in the Federation bargaining unit;
  - e. The fellow selected for the Chancellor's Office shall be placed in the Congress bargaining unit. The placement of the Chancellor's Office fellow in a bargaining unit shall not be asserted as precedent.
4. The parties agree that nothing contained in the 1997-2001 Coalition Agreement or any other applicable agreement, nor shall any practice of the parties respecting the deduction of dues and fees from the stipends paid to minority fellows be offered as evidence for any purpose in any negotiation between the Board and the Coalition unions, or any of them, or in any proceeding that may be commenced before the State Board of Labor Relations or before any court.

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

### **RE: MINORITY FELLOWSHIP PROGRAM**

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

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

### **RE: COMPENSATION OF ATHLETIC COACHES**

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

1. This memorandum of agreement revolves all issues, which were or could have been raised regarding the terms of the Spring 1998 settlement agreement which provided that "There shall be a joint study committee created to look at harmonizing coaching compensation. Any increases in total dollars recommended by the committee and approved/ratified by both the coalition and the Board of Trustees shall be paid for with existing contract funds."
2. The parties have adopted a new compensation structure for part-time athletic directors and coaches for the 1999-2000 and 2000-2001 academic years, as indicated on Attachment A. The new harmonized structure replaces the 1977 "community college" grid and the rates of pay in Article 16 of the AFT contract and shall be included in the three contracts (i.e., AFT, CCCC and Congress/AFSCME merged agreement).
3. The new structure has two tiers for coaches as noted below:
  - Major Sports: basketball, baseball, soccer, softball and football.
  - Minor Sports: golf, tennis cross-country, track, volleyball, field hockey, and all other sports unless the parties otherwise agree.
4. Employees will be placed on the new salary grid in accordance with the following:
  - a. Individuals employed in the CTC System as athletic coaches during the 1998-99 and 1999-2000 year will be placed on the 1999-2000 grid, at the closest step which does not result in a decrease from the 1997-98 salary.

- b. Individuals previously employed in the CTC System as athletic coaches, but not employed as coaches during 1998-99 shall be placed at the minimum salary.
  - c. New athletic coaches will be placed at the minimum salary.
  - d. Athletic directors will be placed at the minimum salary.
5. Coaches who work in 1999-2000 and return in 2000-20001 shall move from their step on the 1999-2000 grid to one-step higher on the 2000-01 grid. Athletic directors who work in 1999-2000 and return in 2000-01 shall move from step one of the 1999-2000 grid to step two of the 2000-01 grid.
6. Increases to the athletic director and coach compensation schedule, and continuation of step increases beyond 2000-01 year are subject to future negotiation and funding.
7. Recognizing that athletic programs vary in size and scope, the parties have agreed that colleges with fledgling athletic programs may compensate part-time Athletic Directors at a rate which is 85% of the rates noted in Attachment A. The parties do not contemplate payment of the reduced rate for more than three years.
8. The following rules shall govern the placement of part-time Athletic Directors and Coaches into the three bargaining unit:
  - a. full-time faculty and administrators who are engaged as athletic directors or coaches for additional compensation shall remain in their current bargaining unit (i.e. Congress, AFSCME or AFT);
  - b. employees whose only employment obligation is part-time athletic director or coach shall be placed in either the Congress or AFT bargaining units based upon the following:
    1. athletic directors and coaches at the seven non-merged colleges (Asnuntuck, Housatonic, Manchester, Middlesex, Northwestern, Quinebaug Valley, Tunxis) shall be placed in the Congress bargaining unit;
    2. athletic directors and coaches at the five merged colleges (Capital, Gateway, Naugatuck Valley, Norwalk, Three Rivers) shall be placed in the Congress or AFT unit in accordance with this schedule:
      - the first athletic director or coach goes into the Congress
      - the second athletic director or coach goes into the AFT
      - the third athletic director or coach goes into the Congress
      - the fourth athletic director or coach goes into the Congress
      - the fifth athletic director or coach goes into the Congress
      - the sixth athletic director or coach goes into the AFT
      - the seventh athletic director or coach goes into the Congress
      - the eighth athletic director or coach goes into the Congress
      - the ninth athletic director or coach goes into the Congress
      - the tenth athletic director or coach goes into the AFT
      - the eleventh athletic director or coach goes into the Congress
      - the twelfth athletic director or coach goes into the Congress
      - the thirteenth athletic director or coach goes into the Congress

- the fourteenth athletic director or coach goes into the AFT;
3. unit placement decisions at the merged colleges are done college by college, one year at a time as indicated in 8.b.2. above. The parties recognize that this methodology may result in employees changing bargaining units each year.
9. Neither party will assert the characteristics (e.g., salary ranges, step values, step advancement) of the athletic director and coach compensation structure as precedential with respect to the salary structures of other bargaining unit employees, including but not limited to, other part-time Educational Assistants, part-time lecturers, full-time administrators or faculty.
  10. Rollout dollars in the existing collective bargaining accounts will be used to cover the cost of implementation of this agreement. Funding requirements will be determined by comparing the total amount spent on coaches in 1997-98 with the total amount spent in 1999-2000 and 2000-01, with the difference coming from contract accounts. The Board will provide the unions with an analysis of the cost of implementation.

#### **RE: COMMENCEMENT**

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

1. Commencement is one of the most important events in the academic calendar. By this Agreement, the parties reaffirm their understanding that it is the obligation of professional staff members to attend commencement ceremonies, unless excused by the President.
2. Effective with the execution of this Agreement, a professional staff member who fails to attend commencement and who has not been excused by the President shall have a half day (3-1/2 hours) charged to the appropriate leave balance. In addition, he/she may be subject to disciplinary action in accordance with the applicable collective bargaining agreement.
3. Effective with the execution of this Agreement, a professional staff member who is excused from attending commencement in accordance with the applicable collective bargaining agreement shall have no charge applied to his/her leave balances.
4. This Agreement shall not be construed as an admission of liability on the part of the Board or any of its agents.
5. This Agreement shall have no value as precedent.

**RE: PART-TIME EMPLOYEES (CONGRESS)**

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

**RE: UNIT PLACEMENT OF NON-TEACHING/  
ADMINISTRATIVE POSITIONS**

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

- (1) The parties agree that the sole factor in determining placement of positions in the AFSCME and Congress bargaining units shall be proportionality. AFSCME shall be entitled to 25% of the unclassified, non-teaching/administrative positions at the five merged colleges and the Congress shall be entitled to 75%. In calculating the 25/75% proportionality, the calculation shall include unclassified, non-teaching and administrative positions in the principal unit (i.e., twenty or more hours per week), excluding the titles Counselor (PL 19) and Librarian (18).
- (2) The 25/75% proportionality will be maintained at the campus level. The Employer will issue guidelines to facilitate consistent implementation of this agreement. The unions will direct questions regarding maintenance of proportionality to the Personnel and Labor Relations Director/Designee at the college first. If the matter cannot be satisfactorily resolved at that level, it may be raised at the Board level.
- (3) This agreement relieves the Board of its responsibilities under Section IA of Appendix D of this Merged Agreement.
- (4) Employees will be placed into either the Congress or AFSCME bargaining unit in a manner which facilitates the maintenance of the 25/75% proportionality. Immediately prior to filling each position, the college will determine whether the position should be in the AFSCME or Congress unit. The level of the position, the funding source or the type of appointment have no bearing on the unit placement decision.
- (5) Notwithstanding the provisions above, the parties agree to make exceptions to the proportionality rule in certain limited situations where placement into a new position would change the bargaining unit status of a current employee. In such case, the employee will go into the new position but remain in the current bargaining unit.
- (6) The parties agree that unclassified Assistants to the principal labor relations/personnel official at each college performing duties which are appropriate to the labor relations/personnel area shall be recognized as excluded from the Congress and AFSCME bargaining units.

- (7) Unit placement decisions shall not be subject to the grievance and arbitration process. The sole remedy for resolution of formal disputes shall be the CSBLR.
- (8) This agreement may not be asserted by either Board or the unions in support of their views of the respective legal rights of the parties except to enforce the terms hereof.

**RE: ESTABLISHMENT OF A STUDY COMMITTEE**

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

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

**RE: INFORMAL WORK SCHEDULE/COMPENSATORY TIME**

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

**RE: SYSTEMWIDE HEALTH AND SAFETY COMMITTEE**

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

**RE: CONSULTATION**

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

**RE: DELEGATION OF BOARD AUTHORITY**

This contract has been modified to reflect the 1996 resolution of the Board delegating certain decision-making authority to the Chancellor and/or to the Community College Presidents.

Since the Board has the right to modify its prior decisions respecting delegation of authority in the future, the parties agree that the Board may also develop appropriate procedures to implement any such modification. The parties further agree that any existing provision of this agreement that is inconsistent with such future modification shall be deemed null and void.

### **RE: AGREEMENT TO REOPEN NEGOTIATIONS**

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

### **RE: PROTOCOLS FOR DISTANCE LEARNING**

I. Reopener Provision

The collective bargaining agreements provide for a reopener for “protocols for distance learning.” The agreements further provide that the reopener may not result in a cost to the Board.

II. Statement of Intent

The use of technology is now an important part of instructional delivery, not only because of its potential for enhancing the learning experience, but also because of the expectations of our students. To that end, the parties reiterate their ongoing support for the infusion of technology to enhance the learning environment of our colleges. Integral to our success will be the provision of learning opportunities for faculty and staff and appropriate support of these activities.

III. Nature of the Agreement

This Memorandum of Agreement addresses specific issues flowing from discussions among the parties concerning distance learning and creates a labor-management committee as the forum for continued discussion of such issues. This forum does not constitute bargaining and is not subject to impasse resolution. It is anticipated that in this context the parties will be able to identify and suggest solutions of unforeseen problems.

IV. Labor Management Committee

An equal number of designees of the Chancellor and bargaining unit representatives will comprise a labor-management committee. The committee will meet as appropriate and may make recommendations to the Chancellor or his designee concerning distance learning issues of mutual interest, examples of which are set out below:

1. The use of technology training dollars;
2. The identification of intellectual property issues;
3. Contract issues that relate to distance learning, including evaluation of online instruction;

4. Issues concerning training, support and the introduction of new technologies to enhance distance learning opportunities for students;
5. Issues relating to courses other than courses that are fully online.

It is contemplated that the Chancellor will issue Guidelines that may address the subjects discussed by the labor-management committee, as well as other subjects that bear on distance learning. The guidelines will not restrict or limit the discussions within the committee and both parties can introduce issues that are consistent with section II of this agreement. The Chancellor's Guidelines will not be subject to contract grievance and arbitration processes.

While the labor-management committee process is not intended to limit the rights of bargaining unit members under existing contract provisions, neither does it create an alternative forum for grievances. It is understood that the labor-management committee is not intended to and may not supplant the existing structure for decisions concerning distance learning. Moreover, it is recognized that colleges are different and that approaches to implementing distance learning may vary among them.

#### V. Intellectual Property

- a. Recognizing that the concept of "shared use" of distance learning course materials addresses the interests of the faculty and the employer, this section of the agreement sets out a mutually beneficial framework of understanding. The concept of shared use provides incentive for the creation of intellectual property and recognizes the distinction between intellectual property created in the course of employment and work created independently of such employment.
- b. In the case of distance learning courses developed by faculty in the course of employment, the faculty member may use such course materials while teaching as an adjunct within the system or in another higher education setting. It is recognized however that there are limitations inherent, e.g.:
  1. Limitations on the use of the licensed platform (currently a WebCT product);
  2. Circumstances under which course materials may not be used by the faculty member for instructional purposes elsewhere;
  3. The responsibility of faculty who use their course materials to teach elsewhere to avoid infringing the copyrights of others;
  4. Limitations derived from the Code of Ethics for Public Officials.
- c. Consistent with the concept of shared use, the employer may also use distance learning course materials developed by faculty within the system, provided that the employer informs and consults with the faculty member who developed the materials prior to doing so, where this is reasonably feasible.
- d. Generally, faculty will be responsible for maintaining and keeping their course materials current. Accordingly, the faculty member should have the initial



opportunity to teach the distance learning course where he/she has continued to keep the course content current.

- e. There a faculty member desires to develop distance learning course materials outside the employment context, such intent should be communicated to the employer promptly so that there may be a common understanding regarding the specific circumstances of use of such course materials for teaching within the system.

VI. Evaluation

- a. The parties agree that there should be a template for student assessment of distance learning course sections. The labor-management committee shall have the opportunity to make recommendations concerning a student assessment form. It is recognized that the value of information gathered in this manner may be affected by the extent of student participation.
- b. Faculty evaluation will otherwise be done in accordance with a process equivalent to the existing practice for on-campus classes. The labor-management committee shall have the opportunity to make recommendations concerning this evaluation process.

VII. Bargaining Unit Placement

The bargaining unit placement of faculty who teach distance learning courses will be consistent with existing practice for on-ground courses.

VIII. Duration

The Agreement will be effective upon ratification by the Board and the participating union(s). It will sunset at the termination of the existing collective bargaining agreement(s).

**RE: INTERIM BARGAINING ON DISTANCE LEARNING**

The parties hereby agree that they will negotiate concerning the above subject during the term of this Agreement, notwithstanding the provisions of Article XXIII if, during the term of this contract, an agreement is reached between the Board and another union that provides economic benefits related to the development and/or teaching of distance learning courses.

**RE: BENEFIT FOR INTERPRETERS FOR THE DEAF  
AND HEARING IMPAIRED**

Bargaining unit members employed as interpreters for the deaf and hearing impaired whose interpreting responsibilities are cancelled due to the closing of the college pursuant to Article X, Section 6G of this Agreement, shall be compensated for any resulting unpaid hours if the time cannot be made up during the same academic semester.

This agreement shall not be cited as precedent by any party.

**RE: REOPENER NEGOTIATIONS**

The Board and the Congress Union agree that negotiations for this 2007- 2010 contract shall be reopened to permit negotiation of the following items:

1. Compensation for teaching faculty members and clinical EAs in nursing and allied health academic programs.
2. Simplification of Article XIX (Other Leaves). This provision shall not be construed to permit or require discussion of leave benefits not already contemplated by Article XIX and shall not result in any additional cost to the Board.
3. Compensation for teaching faculty members in other than nursing and allied health programs who are assigned to perform academic supervision and administration duties. This reopener includes the continuation of substantive discussions that have already taken place. Costs resulting from implementation of any new Supplemental Letter of Agreement re: Compensation for Academic Supervision and Administration shall be subject to approval and funding by the General Assembly. The parties shall agree to an estimate of costs associated with any agreement or arbitrator's award on this subject.

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