

**COLLECTIVE BARGAINING
AGREEMENT
for
PART-TIME EMPLOYEES**

BETWEEN

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

AND

**THE CONGRESS OF CONNECTICUT
COMMUNITY COLLEGES**

2007-2010

TABLE OF CONTENTS

ARTICLE I	Recognition	1
	A. Part-Time Teaching Employees	
	B. Part-Time Non-Teaching Employees	
	C. Coaches	
ARTICLE II	Nondiscrimination	1
ARTICLE III	Academic Freedom	1
ARTICLE IV	Deduction of Dues/Service Fees	1
ARTICLE V	Maintenance of Records	1
ARTICLE VI	Appointment	2
ARTICLE VII	Job Security for Part-time Lecturers	2
ARTICLE VIII	Grievance Procedure	4
ARTICLE IX	Workload and Working Conditions	4
	A. Teaching Members	
	B. Non-teaching Members	
	C. Indemnity, Part-Time Employment at Another College, and Health and Safety	
	D. Inclement Weather or Other Emergency Condition	
ARTICLE X	Evaluation	5
ARTICLE XI	Discipline	5
ARTICLE XII	Holidays, Vacations and Sick Leave	5
ARTICLE XIII	Leaves	6
ARTICLE XIV	Compensation	6
ARTICLE XV	Fringe Benefits	7
	A. Health Insurance	
	B. Pension	
	C. Travel	
	D. Tuition Waivers	
ARTICLE XVI	Longevity	8
ARTICLE XVII	Workers' Compensation	8
ARTICLE XVIII	Management Rights	8
ARTICLE XIX	Duration and Extent of Agreement	8

SUPPLEMENTAL LETTERS OF AGREEMENT

RE: Initial Establishment of PTL Pool 9

RE: Compensation of less than 20-Hour per Week 9

Nonteaching Employees

RE: Professional Development for Part-Time Employees 9

RE: Unit Placement of PTLs on Merged Campuses 10

RELEVANT PROVISIONS FROM 2007-2010 PRINCIPAL AGREEMENT

SCHEDULE F:

SUMMARY OF MISCELLANEOUS RATES OF PAY (2002-2010) 12

ARTICLE II – Employee Rights 14

ARTICLE III – Rights of the Board of Trustees 15

ARTICLE V – Deduction of Dues and Service Fees 15

ARTICLE VII – Grievances 17

ARTICLE X – Working Conditions and Work Load

 Sec. 3 A. Work Load 23

 Sec. 6 B. Indemnity for Liability 24

 Sec. 6 K. Part-time Employment at Another Community College 24

 Sec. 6 L. Health and Safety 24

ARTICLE XIX – Other Leaves

 Sec. 2 A. Sick Leave: Entitlements and Conditions 25

ARTICLE XXI

 Sec. 5. Workers’ Compensation 25

 Sec. 6. Travel Expenses and Reimbursements 26

ARTICLE XXIII - Extent of Agreement 26

ARTICLE XXIV – Savings Clause 27

ARTICLE XXV – Term and Duration of Agreement 27

AGREEMENT FOR PART-TIME EMPLOYEES

Article I - Recognition

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

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

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

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

Article II – Nondiscrimination

Article II of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff. [SEE PAGE 14]

Article III – Academic Freedom

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

Article IV – Deduction of Dues/Service Fees

Deduction of dues and service fees shall take place in accordance with Article V of the Agreement between the Board and the Congress covering full-time professional staff. [SEE PAGE 15]

Article V – Maintenance of Records

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

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

Article VI – Appointment

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

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

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

Members shall be notified of class cancellations before classes begin.

Article VII - Job Security for Part-time Lecturers

1. When a part-time lecturer in the system has taught 24 credits and has not received an unsatisfactory evaluation, the part-time lecturer will be placed in the part-time lecturer pool at the college(s) where the part-timer has accumulated a minimum of 18 credits. The relevant time period for the accumulation of credits referred to in this paragraph is the period of July 1, 1992 forward.

2. Entrance into, and continuation in, the pool is subject to a "break-in-service" requirement. A break-in-service is a period of five (5) or more consecutive academic semesters in which a part-time lecturer does not teach for a college. The following exceptions shall apply: If an individual does not teach at a college during a particular semester because an assigned course is cancelled, or for other reasons beyond his/her control, the semester shall not count toward the five (5) semesters for purposes of determining if there is a break-in-service. If an individual's failure to teach for a college for a fifth consecutive semester is due to medical reasons, the individual must produce an acceptable medical certificate as soon as possible. If an individual who was unable to teach at the college due to medical reasons in the fifth consecutive semester remains unable to teach for medical reasons in the sixth consecutive semester and produces an acceptable medical certificate as soon as possible, the sixth semester also shall not count toward a break-in-service. However, if the individual who has been medically excused for two successive semesters does not accept a course in the seventh consecutive semester, he/she shall be deemed to have a break-in-service. Where there is a break-in-service, the part-time lecturer shall be removed from the pool, and all time prior to the break-in-service shall be ignored for purposes of determining whether the 18/24-credit threshold is met.

3. Calculation of minimum service for inclusion in the initial pool shall be retroactive to July 1, 1992 and shall apply to part-time employees employed during academic 2000/2001 or 2001/2002, as shall the application of the break-in-service rules.

4. Among the members of the pool who are qualified for a course, employees will be assigned on a seniority basis to at least one course per semester, subject to course availability. Seniority will be calculated by determining when the 18/24-credit threshold was met. This provision does not require that any specific course be assigned on a seniority basis, only that if the number of pool members exceeds the number of available courses, senior pool members will be assigned at least one course.

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

- changes in course assignments necessitated by enrollment or by other unanticipated circumstances which occur within 14 days of the start of classes;
- courses offered under grants or contracts;
- the assignment of courses to full-time employees, including but not limited to the assignment of "overload" courses to full-time faculty, and the assignment of courses to former full-time employees who have retired;
- a decision to broaden the hiring pool to enhance the skill base or to enhance affirmative action or diversity in the selection of part-time members.

6. "Qualified" shall mean (1) meeting minimum qualifications; and (2) having adequate preparation for the specific course through appropriate education or experience. Employee qualifications for any specific teaching assignment shall be determined by the employer in relation to the subject matter and goals for the course.

7. It shall be the part-time lecturer's responsibility to indicate his/her pool status at the time he or she applies for a position. After receipt of such an indication, the employer shall treat the part-timer as a member of the pool unless its records definitely establish that the 18/24 credits threshold has not been met.

8. For a part-time lecturer to remain in a pool he/she must perform in a satisfactory manner as determined by the employer. Pools will be maintained and utilized on a college-by-college basis, i.e., not a system-wide basis.

9. The employer's determination with respect to the qualification of part-time lecturers shall be subject to the grievance procedure but not to arbitration. Other failures to comply with the provisions of this agreement shall be subject to the parties' usual dispute resolution procedures, except that should the employer decide not to make an assignment to a qualified member of the pool on the basis of the reasons set forth in the fourth bullet of paragraph 5, its decision shall be sustained unless it is based on reasons which are arbitrary or capricious.

10. Once courses are assigned, a senior member of the pool may not "bump" a junior member of the pool if the senior member's assigned course is cancelled.

11. Repeated attempts to contact a part-timer by telephone and e-mail shall constitute compliance with the requirement to offer such part-timer a course under this agreement.

Article VIII – Grievance Procedure

Article VII of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this agreement for part-time professional staff. [SEE PAGE 17]

Article IX – Workload and Working Conditions

A. Teaching Members

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

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

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

(4) Ratios of lecture hours to laboratory, studio, and clinical hours shall be as set forth in Article X, Section 3A of the principal agreement between the Board and the Congress. [SEE PAGE 23]

B. Non-teaching Members

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

C. Indemnity, Part-Time Employment at Another College, and Health and Safety

Article X, Sections 6B, K and L of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff. [SEE PAGE 24]

D. Inclement Weather or Other Emergency Condition

Pursuant to Board policy, when the College is closed, opening is delayed or early release is ordered due to inclement weather or other emergency condition, non-essential employees are not expected to report to work. In such circumstances, non-essential employees may charge the time to accrued leave or may make arrangements to make up missed hours, subject to the operating needs of the college. Academic requirements must be made up in a manner approved by the President or his/her designee.

In cases of college closure, delayed opening or early release, pursuant to Board policy, 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.

Article X – Evaluation

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

Article XI – Discipline

Discipline shall be for just cause.

Article XII – Holidays, Vacations and Sick Leave

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

All non-teaching unit members employed for more than ninety (90) scheduled working days and commencing with the third consecutive semester shall

receive prorated sick leave in the manner provided by Article XIX of the Agreement between the Congress and the Board covering full-time professional staff. [SEE PAGE 25]

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

Article XIII – Leaves

The Board shall provide for leaves of absence as required by law.

Article XIV – Compensation

(1) The part-time lecturer rates for the 2007-2010 contract will be as follows:

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

(1) The minimum hourly rates for part-time (less than twenty hours per week) Educational Assistants for the 2007-2010 contract shall be as follows:

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

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

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

(3) The minima for part-time (less than twenty hour per week) Clinical (Nursing) Educational Assistants shall be as follows for the 2007-2010 contract:

	Fall 2007	Fall 2008	Fall 2009
0-3 years of college	\$44.13	\$46.34	\$48.66
More than 3 years of college	\$48.99	\$51.44	\$54.01

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

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

(5) There shall be no retroactive payment made during the life of this Agreement to any adjunct faculty member, part-time lecturer or Educational Assistant.

(6) Coaches shall be paid in accordance with Schedule F (Miscellaneous Rates of Pay). [SEE PAGE 13]

Article XV – Fringe Benefits

A. Health Insurance.

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

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

B. Pension

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

C. Travel

Section 6 of Article XXI (Travel Expenses and Reimbursements) of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff. [SEE PAGE 26]

D. Tuition Waivers

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

tuition waiver as described herein has been granted, the waiver may still be used during said semester.

Article XVI – Longevity

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

Article XVII – Workers’ Compensation

Article XXI, Section 5 of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part of this Agreement for part-time professional staff. [SEE PAGE 25]

Article XVIII – Management Rights

The Board retains its rights as specified in Article III of the Agreement between the Board and the Congress. Those inherent management rights not restricted by a specific provision of this Agreement shall not be directly or indirectly subject to grievance or arbitration. [SEE PAGE 15]

Article XIX – Duration and Extent of Agreement

Articles XXIII, XXIV and XXV of the Agreement between the Congress and the Board covering full-time professional staff are incorporated and made a part of this Agreement for part-time professional staff. [SEE PAGE 26-27]

On or after the effective date of any legislation related to the implementation of objective job evaluation, either party may reopen this Agreement for the purpose of negotiating as provided therein.

SUPPLEMENTAL LETTERS OF AGREEMENT

RE: INITIAL ESTABLISHMENT OF PTL POOL

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

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

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

RE: COMPENSATION OF LESS THAN 20-HOUR PER WEEK NONTTEACHING EMPLOYEES

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

RE: PROFESSIONAL DEVELOPMENT FOR PART-TIME EMPLOYEES

Effective with the 2001-02 fiscal year, \$25,000 will be allocated to the colleges, on a pro-rata basis, for reimbursement of approved professional development activities for part-time, less than twenty-hour, employees in the Congress bargaining unit. The funds will be taken from lump-sum dollars available, either in contract account #A802 (promotion, grievance, position level) or in contract account #A804. Dollars distributed to the colleges for part-time professional development which are not expended

by April 1 shall become available to supplement professional development payments to principal bargaining unit members. This arrangement will continue indefinitely, unless the Board or the union provides notice of interest in discontinuation which notice must be provided at least thirty (30) days prior to the beginning of the new fiscal year.

RE: UNIT PLACEMENT OF PTLs ON MERGED CAMPUSES

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

The parties mutually agree as follows:

1. It is in the mutual interest of the parties to have a systematic basis for determining unit placement of PTLs as between the Federation (Level I PT Agreement) and the Congress (Agreement for Part-time Employees) bargaining units at the five merged community colleges existing at the time of this Agreement (Capital, Gateway, Naugatuck Valley, Norwalk, Three Rivers). This Agreement covers the unit placement of those PTLs as PTLs, as well as their placement as full-time faculty members in a merged college, should such a placement be offered. As used herein, the term PTL refers to a part-time lecturer who teaches credit courses offered during the fall and/or spring semesters through the academic division, or through any other division subject to the jurisdiction of both the Congress and the AFT. It is understood that unit placement refers to placement at a specific merged college and that prior or simultaneous placement as a PTL at another college is subordinate as a factor to a unit placement decision in a merged college that is necessary to comply with this Agreement.
2. The primary factor to be used in determining the unit placement of teaching PTLs at the five merged colleges shall be the proportionality that existed as between the two units on June 30, 1992, such date being immediately prior to the legislative merger of the Regional Community Colleges and the State Technical Colleges in five geographic regions of the State. The prior unit placement of the PTL shall also be a factor, which as described below will in some circumstances be superior, and in others subordinate, to the issue of proportionality.
3. Based upon best estimates currently available of the bargaining unit placement of all PTLs employed as of June 30, 1992 in the community and technical colleges, the Federation shall be entitled to 25% of the teaching PTLs at the five merged colleges and the Congress shall be entitled to 75%. The same 25%/75% proportionality ratio will be maintained at each of the merged colleges. The colleges will make a good faith effort to comply with this ratio. It is understood, however, that because placement decisions are

made in a compressed time-frame, the final placement results in any given semester may not perfectly reflect the ratio specified in this paragraph.

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

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

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

7. Nothing contained in this Agreement shall affect the unit placement of PTLs employed at the seven non-merged colleges existing at the time of this Agreement (Asnuntuck, Housatonic, Manchester, Middlesex, Northwestern, Quinebaug Valley, Tunxis).

8. This Agreement will be administered at the college level. The Board will issue guidelines to facilitate consistent administration of this Agreement.

9. Unit placement decisions shall not be subject to the grievance and arbitration process. Claimed violations of this settlement agreement may be raised with the State of Board of Labor Relations.

* * *

SCHEDULE F

SUMMARY OF MISCELLANEOUS RATES OF PAY (2007-2010)

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

SUMMARY OF MISCELLANEOUS RATES OF PAY (2007-2010)

2007-08

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

2008-09

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

2009-10

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

RELEVANT PROVISIONS FROM 2007-2010 PRINCIPAL AGREEMENT:

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 Congress 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.

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 V DEDUCTION OF DUES AND SERVICE FEES

Section 1. Dues

Upon receipt of a professional staff member's written authorization, the Board shall deduct from that professional 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 bargaining unit members 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 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 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 its 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 of the bargaining unit, 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 bargaining unit members, 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 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 professional 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 unit members from whose salaries such deductions were made.

**ARTICLE VII
GRIEVANCES**

The Board and the Congress recognize the importance of adjusting grievances fairly without fear of prejudice or reprisal. Accordingly, the Board and the Congress 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 the 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 Congress in this process. The Congress 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 for filing the grievance for up to fifteen 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 Congress 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 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 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. 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 that this requirement shall not be interpreted to limit the right to amend a grievance. 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 Congress 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 ten (10) calendar days of the receipt of the President's or his/her designee's answer or within ten (10) 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 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 Congress 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 Congress. 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 Congress. 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 Congress.

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, or in the mediation process, the Congress 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 City of Hartford, 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 Congress, and the grievant in accordance with the statutes of Connecticut. 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 X
WORKING CONDITIONS AND WORK LOAD**

Section 3. Work Load, Hours of Work, and Work Year of Teaching Faculty

A. Work Load

During each academic year, full-time teaching faculty shall:

(1) teach twenty-four contact/credit hours and perform related duties as provided in Section 1 above (one 50 minute lecture hour shall equal one contact/credit hour for purposes of this provision);

(2) perform Additional Responsibilities equivalent to the preparation and teaching of an additional three contact/credit course or an average of nine hours per week for each semester within the appointment year or teach an additional three contact/credit hours each semester or combine Additional Responsibilities with additional contact/credit hours as provided in Section 2 above. (See Side Letter Re: Additional Responsibilities of Teaching Faculty and Additional Responsibilities Addendum.)

The parties agree that it is desirable to limit the number of class preparations required of a teaching faculty member to three per semester; however, it is recognized that the assignment of a fourth preparation may be required in special cases to accommodate the needs of the college. Whenever possible, the fourth preparation will be assigned on the basis of mutual agreement between the teaching faculty member and the President or his/her designee. Individuals responsible for four different class preparations in a semester shall be credited with two hours per week toward the satisfaction of Additional Responsibilities. The parties recognize that in some cases, in order to

accommodate the needs of the college, the teaching load of a teaching faculty member may have to be unequally divided between the semesters of an academic year. Whenever possible, such an arrangement shall be on the basis of mutual agreement between faculty member and the President or his/her designee. No teaching faculty member shall be assigned more than 16 contact/credit hours – including the time spent on Additional Responsibilities pursuant to this Agreement – during any one semester.

The parties agree that an individual cooperative education or field-work placement which involves both the development of work placement and on-site evaluation by the unit member may be considered to be equivalent to six (6) student contact hours. This provision constitutes a general guideline and shall not be deemed to require a reduction in work load for any unit member. (See side letter Re: Teaching Workload Obligation.)

Section 6. General Provisions

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.

K. 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.

L. 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 XIX OTHER LEAVES

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. However, if a faculty member is unable to fulfill her/his obligations to the college for a period of time that encompasses the end of an academic semester, there shall be no charge to a sick leave balance for days following the date on which grades are due or the date on which the semester ends, whichever is sooner.

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.

ARTICLE XXI SALARY AND FRINGE BENEFITS

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.

**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.

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 Congress 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.