Collective Bargaining Agreement

between

State University Organization
of Administrative Faculty
AFSCME – Council 4 – Local 2836

and

Board of Regents for
Higher Education

July 1, 2021 – June 30, 2025

Connecticut State Colleges & Universities
Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University

Table of Contents

Page

Preamble 1
Agreement 1
ARTICLE 1 — Definitions 2
1.1 Board 2
1.2 The Connecticut State University 2
1.2.1 Chancellor 2
1.2.2 President 2
1.2.3 President/Chancellor 2
1.3 Management 2
1.3.1 Chief Human Resources Officer 2
1.4 Bargaining Unit 3
1.5 State University Organization of Administrative Faculty – American Federation of State, County, and Municipal Employees, Council 4 3
1.6 Administrative Faculty Members 3
1.7 Calendar 3
1.7.1 Fiscal Year/Contract Year 3
1.7.2 Academic Year 3
1.7.3 Twelve (12) Month Year 3
1.7.4 Ten (10) Month Year 3
1.8 Years of Service 4
1.9 Rules of Construction 4
1.9.1 Gender and Number 4
1.9.2 Application of Agreement 4
1.9.3 Headings 4
1.10 Agreement 4
ARTICLE 2 — Recognition of SUOAF-AFSCME 5
ARTICLE 3 — Non-Discrimination 6
ARTICLE 4 — Rights and Responsibilities of the Board of Regents 8
ARTICLE 5 — Union Rights 9
ARTICLE 6 — Dues Deduction, Agency Shop Fee and Membership Check-Off 11
ARTICLE 7 — Union Activities 12
7.1 Meetings 12
ARTICLE 8 — Academic Freedom 14
8.2 Academic Freedom Panel 14
8.3 Procedure 14
ARTICLE 9 — University Participation 16

Table of Contents

Page

ARTICLE 10 — Administrative Faculty Ranks, Job Descriptions and Internal Postings 17
10.2.1 Administrator I/Trainee 17
10.2.2 Administrator I/Working Level 17
10.2.3 University Physician 17
10.2.4 Athletic Director (NCAA Division I) 17
ARTICLE 11 — Vacancies 21
ARTICLE 12 — Administrative Faculty Appointments 22
ARTICLE 13 — Temporary and Term Administrative Faculty Appointments 23
13.1 Temporary Appointments 23
13.2 Term Appointments 24
ARTICLE 14 — Renewal and Non-Renewal of Term-Appointed Administrative Faculty Members 25
ARTICLE 15 — Continuing Appointment 26
15.1 Definition 26
15.2 Eligibility 26
15.3 Basis for Awarding Continuing Appointment 27
ARTICLE 16 — Workload 29
16.2 Compensatory Time 29
16.3 Work Schedule Change 29
16.4 Special Projects 30
16.5 Outside Employment 30
16.6 Telecommuting 31
16.7 Flexible Work Schedule 33
ARTICLE 17 — Working Conditions 35
17.4 Parking 35
17.5 Keys 35
17.6 Closing/Delayed Opening 36
17.7 Supervisor Change 36
ARTICLE 18 — Personnel Files 37
ARTICLE 19 — Administrative Faculty Evaluation 39
19.3 Procedures 40
19.4 Schedule 41
ARTICLE 20 — Discipline 42
20.3.1 Written Reprimand 43
20.3.2 Abandonment 43
ARTICLE 21 — Grievance Procedure 44
21.1 Procedural Guarantees 44
21.2 Definitions 44

Table of Contents

		Page
21.2.1	Grievance	44
21.2.3	Grievant	44
21.3	Procedure for Handling Grievances	45
21.3.1	Grievance Forms	45
21.3.2	Submission of Grievance Forms	45
21.3.3	Preparation of Grievances	45
21.3.4	Rights of SUOAF-AFSCME	45
21.3.5	Time Limits	45
21.3.6	Expedition of Grievances	46
21.4	Steps in the Grievance Procedure	46
21.4.1	Step 1 – Dean/Vice President	46
21.4.2	Step 2 – University President/Chancellor	46
21.4.3	Step 3 – Board of Regents for Higher Education	47
21.4.4	Step 4 – Arbitration	47
ARTICLE 22 —	Professional Growth	49
22.2	Course Privileges	49
22.3	Organizational Memberships	49
22.4	Workshops and Other Activities	50
22.5	Licensing Fees	50
22.6	Professional Development Funds	50
ARTICLE 23 —	Professional Travel	51
ARTICLE 24 —	Leaves With Pay	52
24.1	Personal Leave	52
24.2	Sick Leave and Sick Leave Bank	52
24.2.1	Sick Leave	52
24.2.10	Sick Leave Bank	55
24.3	Holidays	57
24.4	Vacations	58
24.5	Short-term Leaves for Professional Reasons	59
24.6	Court Leave	59
24.7	Short-term Military Leave	59
24.8	Sabbatic Leaves	59
24.9	Benefits Upon Transfer	60
ARTICLE 25 —	Leaves Without Pay	61
25.1	Family and Medical Leave	61
25.2	Other Leaves Without Pay	61
ARTICLE 26 —	Maternity Leave	62
26.1	Maternity Leave	62
26.2	Adoption Leave	62

Table of Contents

Page

ARTICLE 27 — Inventions and Marketable Discoveries, and Computer Use 63
ARTICLE 28 — Retrenchment 64
28.1 Declaration of Financial Crisis 64
28.7 Reappointment of a Retrenched Administrative Faculty Member 67
ARTICLE 29 — Compensation 68
29.2 Definitions 68
29.2.1 Current Base Salary Rate 68
29.2.2 Continuing Member 68
29.3 SEBAC Provisions (economic) 68
ARTICLE 30 — Fringe Benefits 71
30.2 Individual Retirement Annuities 71
30.3 Insurance Provisions 71
30.3.1 Health Insurance 71
30.3.2 Group Life Insurance 71
30.3.3 Long-Term Disability Insurance for ARP Participants 71
30.4 Longevity Payments 72
30.5 Payroll Deductions 72
30.6 Unemployment and Disability Compensation 72
30.7 Accounting of Benefits 73
ARTICLE 31 — Resignation 73
ARTICLE 32 — Successorship Provision 73
ARTICLE 33 — Miscellaneous 73
ARTICLE 34 — No Strike/No Lockout 74
ARTICLE 35 — Scope of Agreement 74
ARTICLE 36 — Extent and Term of Agreement 74
ARTICLE 37 — Alteration of Agreement 74
ARTICLE 38 — Duration of Agreement 75
ARTICLE 39 — Distribution of Agreement 75
ARTICLE 40 — Separability 75
ARTICLE 41 — Procedures for Future Negotiations 76
ARTICLE 42 — "PEOPLE" 76
APPENDIX A — Official Grievance Form 78
APPENDIX B — SUOAF-AFSCME Position Action Request Form. 83
APPENDIX C — Administrative Faculty Evaluation Form 84
APPENDIX D — FLSA Agreement, SUOAF-AFSCME and CSU-BOT 88
APPENDIX E — Classification and Compensation Program 90
APPENDIX F — List of Negotiators 90

PREAMBLE

The parties recognize that mutual benefits derive from continual improvements in the Connecticut State University as a system of higher learning. It is further recognized that the various constituencies within the system participate in the implementation of its educational policy and objectives. Both parties agree that the appropriate and effective involvement of the Administrative Faculty in the formulation of policies under which they provide their services is educationally sound.

AGREEMENT

This Agreement is made and entered into this first day of July 2021 by and between the Connecticut State University Organization of Administrative Faculty, AFSCME, Council 4, Local 2836 AFL-CIO (designated as an employee organization by CGS 5-270 to 5-280 and hereinafter referred to as "SUOAF-AFSCME"), the Board of Regents for Higher Education (designated as an employer by CGS 5-270 to 5-280 and hereinafter referred to as the "Board"), and the State of Connecticut.

ARTICLE 1 — DEFINITIONS

1.1 Board

(Also called "Employer") The Board of Regents for Higher Education.

1.2 The Connecticut State University

The System including Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, Western Connecticut State University and the System Office (including any laboratory schools, branches, divisions, or subdivisions thereof), both individually and collectively. The term "University" may denote one or all of the particular Universities within the system except where the Connecticut State University as a whole is specifically cited.

1.2.1 Chancellor

The Chancellor of the Connecticut State University System.

1.2.2 President

The Presidents of each of the Universities, both individually and collectively.

1.2.3 President/Chancellor

The President/Chancellor refers to the President at each University, and the Chancellor at the System Office, as appropriate.

1.3 Management

The Board, its executive officers and executive staff, including but not limited to the Chancellor, Presidents, Provosts, Vice Presidents, Deans, and all such other management personnel of the Connecticut State University, as defined in CGS 5-270 to 5-280. The term does not include bargaining unit members as defined in CGS 5-270 to 5-280 or bargaining unit members as defined in Article 1.6.

1.3.1 Chief Human Resources Officer

The presidential designee identified as being charged with overall administration of human resources and labor relations under this Agreement.

1.4 Bargaining Unit

The bargaining unit representing the administrative faculty members of the Connecticut State University as described in Article 2 of this Agreement.

1.5 State University Organization of Administrative Faculty – American Federation of State, County, and Municipal Employees, Council 4

(Also called "SUOAF-AFSCME" or "union") The exclusive representative of employees in the bargaining unit pursuant to certification by the Connecticut State Board of Labor Relations.

1.6 Administrative Faculty Members

Also called "members" and "members of the bargaining unit" Unless expressly specified otherwise, these terms are interchangeable and shall refer to the following employees of the Connecticut State University: those members of the bargaining unit who are regularly assigned twenty (20) or more hours per week in an administrative capacity.

1.7 Calendar

1.7.1 Fiscal Year/Contract Year

The twelve (12) consecutive months beginning July 1 and ending the following June 30.

1.7.2 Academic Year

That period beginning on the first day of the academic year designated by the Board and ending on the last day of the same, inclusive.

1.7.3 Twelve (12) Month Year

That work period specified for administrative faculty covering 261 consecutive work days, inclusive of paid holidays.

1.7.4 Ten (10) Month Year

That work period specified for administrative faculty covering 217 consecutive work days, inclusive of paid holidays.

1.8 Years of Service

The cumulative number of administrative and/or academic years of service at the Connecticut State University.

For academic credit toward years of service, service for one-half (1/2) of a semester but less than a full semester shall be considered one-half (1/2) of an academic year's service.

For administrative credit, a year of service shall equal one full year of employment commencing with the member's effective starting date under any bargaining unit appointment described in Articles 13 and 15.

Unless otherwise specified in this Agreement, service need not be consecutive to retain credit for "years of service." For full-time employees only, time spent on any sabbatical leave shall be deemed "service"; time spent on any other paid leave of absence shall be deemed "service" on a pro-rated basis.

1.9 Rules of Construction

1.9.1 Gender and Number

The masculine and feminine gender import one another, and the singular shall include the plural whenever applicable or necessary for proper construction.

1.9.2 Application of Agreement

All provisions of this Agreement shall uniformly apply to all members of the bargaining unit unless specified otherwise.

1.9.3 Headings

Headings and captions are used in this Agreement for purposes of convenience only and do not carry substantive meaning.

1.10 Agreement

Synonymous with contract.

ARTICLE 2 – RECOGNITION OF SUOAF-AFSCME

The Board recognizes SUOAF-AFSCME as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for all administrative faculty members employed by the State of Connecticut at the State Universities and all job classifications placed in the bargaining unit by the Connecticut State Labor Relations Board in Case Nos. SE-3354, SE-3373, SE-3372, and SE-3334 dated May 25, 1976. Specifically excluded from the unit are those in the position of State University President, Vice President, Dean, statutory exclusions pursuant to CGS 5-270 to 5-280, other employees of the Board, and the following positions: Executive Assistant to the President (each university), Director of Research (each university), Director of Institutional Safety (each university), Directors of Plant Planning and Maintenance (Eastern Connecticut State University only), Director of Development (Eastern Connecticut State University only).

Other positions in the bargaining unit may be substituted for any of the exemptions named above by agreement between the Board and SUOAF-AFSCME.

While Management retains the right to meet with individuals to hear views on any matters, it is agreed that Management will not negotiate individually with any administrative faculty member or with any other organization pertaining to matters of wages, hours, and conditions of employment of a bargaining unit member nor will management request or designate a member to do so on their behalf. The Board will not employ a member on terms less favorable than those stated herein.

ARTICLE 3 — NON-DISCRIMINATION

3.1 The Board of Regents and SUOAF-AFSCME agree that no member of the bargaining unit shall be discriminated against in violation of federal or state statutes, such as discrimination based on race, color, religious creed, age, sex, marital status, sexual orientation, national origin and disability or any other protected class as recognized by Connecticut State law. Violations of this section shall be grievable but not arbitrable. Any claim of violation may be filed through the Commission on Human Rights and Opportunities (CHRO) or any appropriate legal forum.

3.2 The parties to this agreement recognize the compelling need to increase the minority proportion of bargaining unit members to more closely approximate the racial and ethnic diversity of the population of our state and nation.

Notwithstanding other provisions, if any, in this Agreement to the contrary, the following affirmative programs and actions are adopted to increase the proportion of minority bargaining unit members.

The President/Chancellor shall bring into being a Minority Recruitment and Mentoring Committee under the direction of the Affirmative Action Officer. The committee shall include the Chapter President or his/her designee and have a minimum of two minority bargaining unit members which are to be appointed by the Chapter President of the respective University. The Committee shall be charged with the responsibility for identifying and recommending qualified minority candidates to search committees after the promotional process in Article 10 has been followed. Travel and associated costs for this effort approved by the Affirmative Action Officer may be charged to the University's budget.

The Minority Recruitment and Mentoring Committee shall ensure that mentoring arrangements are available for newly appointed minority employees. The mentors shall be charged with responsibility for enhancing the professional development of minority employees. Costs of this effort, which may not include any salary payment for the mentor(s) or related personnel, may be charged to the support fund described below.

When direct continuing support for obtaining credentials/qualifications is provided to appointees, it shall be part of individual agreements prescribing the support accepted by the appointee and specifying that the appointee will remain with CSU for an appropriate interval after the support has ended. Such agreements shall require the approval of the university President/Chancellor. The existence or substance of a mentoring agreement is not to be considered in an appointee's evaluation pursuant to Article 19.

The continuation of a mentoring agreement is conditioned upon the appointee's renewal of appointment pursuant to Article 14.

Funding for the mentoring program shall be available in proportion to university bargaining unit membership.

Funding for this program shall be .0261 of the aggregate biweekly salary of bargaining unit members based on an April payroll listing. Unexpended funds shall roll over for use in succeeding fiscal years. The Board shall provide the union with a report detailing all expenditures under this program annually.

Together the parties agree to promulgate principles that seek to insure affirmative action within the Connecticut State University. The parties further agree to the universities' policy on racism, sexual harassment and other acts of intolerance. This section is not grievable.

3.3 SUOAF-AFSCME recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

The Board of Regents and its management officials within the Connecticut State University acknowledge that SUOAF-AFSCME's obligation to represent its employees will not be subject to interference, restraint, or coercion.

ARTICLE 4 – RIGHTS AND RESPONSIBILITIES OF THE BOARD OF REGENTS

It is recognized by the parties that pursuant to Section 10a-89 of the General Statutes, the Board of Regents is the State agency solely responsible for overseeing the administration of the State University, including its maintenance, operation, and the administration and allocation of all authorized appropriations.

Unless there is an express provision in this Agreement to the contrary, nothing in this Agreement shall be construed to infringe upon the statutory rights, responsibilities, and jurisdiction of said Board, including but not limited to: the right to establish duties, job requirements and qualifications of personnel subject to the provisions of this Agreement; to develop educational missions; to approve educational programs; to establish new facilities; to determine staffing requirements and the number and location of facilities; to determine, within the limitations of the General Statutes, whether the whole or any part of an operation shall continue to operate; to promulgate appropriate regulations and policies provided that such regulations and policies shall not be exercised so as to violate any of the specific provisions of this Agreement; to have the necessary freedom to require performance which insures efficient and effective operation in all matters properly reserved to Management, and to strive consistently for excellence in pursuit of the educational objectives of the Board.

ARTICLE 5 — UNION RIGHTS

5.1 Employees shall have the right to join and participate in, or to refrain from joining and participating in SUOAF-AFSCME. There shall be no discrimination, interference, restraint, or coercion by the Universities or SUOAF-AFSCME against any employee because of membership or non-membership in the Union. The Board further agrees that it will not restrict or impair the rights of the administrative faculty to bargain through its representatives on questions of wages, hours, and other conditions of employment, or to engage in other concerted activities for the purpose of collective bargaining.

5.1.1 The Board agrees to provide all new administrative faculty members with a link to access this Agreement and shall promptly notify the Union of all changes in the employment status of bargaining unit members and the reason for such changes.

5.2 The Board and the Union agree to furnish, upon written request, all information necessary to administer the Agreement or to prepare for collective bargaining. The request must generally describe the information required and the reason therefore. The Board or the Union must respond within seven (7) calendar days and must deliver the material within a reasonable time period. Any costs for the same shall be reimbursed by the requesting party at rates established by the State.

5.3 The Union shall have reasonable use of the University's duplicating, printing, mail, photographic, facsimile machine, food, and telephone services as well as physical facilities and audiovisual equipment provided that such use does not interfere with scheduled University activities and responsibilities. The direct cost for these services shall be reimbursed to the University through direct provision, replacement of supplies used, or by payment upon issue of a proper invoice.

5.3.1 Use of the computer when such use does not interfere with scheduled University activities shall be available to the Union at no cost provided that (1) the request is written, (2) the Union provides its own systems, programming, and supplies, (3) the University operates the equipment, and (4) the data so generated will be made available to the Board.

5.3.2 The Union shall indemnify the University for any negligent damage to equipment caused during its use by the Union.

5.4 The Board agrees to provide the Union with reasonable office space at each State University and the System Office. Employees of the Union shall have the same parking privileges at the State Universities as members of the bargaining unit.

5.5 Representatives of the Union shall be entitled to appear, upon request, before the Finance, Administration and Development Committee of the Board on matters related to terms and conditions of employment after submitting a brief written statement of their concerns and obtaining an approved agenda schedule.

Similarly, the Union shall be entitled to appear on the same basis and under the same conditions as other duly authorized faculty and/or student organizations before any appropriate Board committee.

5.6 The Board and SUOAF-AFSCME encourage periodic meetings between the Presidents of Central, Eastern, Southern, Western and the System Office, respectively, and SUOAF-AFSCME Chapter Officers and similar meetings of the Chancellor of the Connecticut State University (or designee) and the Executive Officers of SUOAF-AFSCME. The purpose of these meetings shall be to discuss the overall relationship between the parties to this Agreement. The parties agree and understand that such meetings shall not be used for the purpose of negotiation.

ARTICLE 6 – DUES, DEDUCTION, AGENCY SHOP FEE, AND MEMBERSHIP CHECK-OFF

Upon receipt of an employee's signed authorization to deduct membership dues, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the employer is notified in writing by Council 4 that the employee is no longer a member. Council 4 reserves the right to modify and replace any such authorization form.

To implement this provision, the Board shall deduct from each salary payment payable to a bargaining unit member who has provided such authorization a sum equal to one twenty- sixth (1/26th) of the annual charges for dues, and remit such monies to the Union within fourteen (14) calendar days after the Comptroller has forwarded said amount to the Universities.

ARTICLE 7 — UNION ACTIVITIES

7.1 Meetings

7.1.1 Members of the bargaining unit shall be permitted to attend scheduled meetings of SUOAF-AFSCME or meetings of its committees without any loss or penalty provided that such attendance does not interfere with the discharge of their professional responsibilities. Requests to attend such meetings shall be made in writing in advance to the employee's supervisor. Permission to attend shall not be unreasonably withheld.

7.1.2 As an organization representing professional employees, SUOAF-AFSCME shall exercise reasonable discretion in the scheduling of its meetings and activities during normal operating hours. Such meetings and activities shall not interrupt normal University operations. If the University President has been given 48 hours written notice of the time and duration of a SUOAF-AFSCME Chapter meeting and, at the time of such notice has not scheduled other meetings of administrative faculty during the same period, no other meetings involving such administrative faculty members shall be held.

7.2 The SUOAF-AFSCME Local President shall be allowed an average of ten (10) hours of released time per week for the purpose of handling grievances, meeting with the Board, and carrying out other duties associated with the office. When the Local President is also the SUOAF-AFSCME Chapter President, he/she may reassign his six (6) campus hours to another individual with written notification of such reassignment to the University President. Additionally, when the Local and the Chapter President is the same person, the total amount of release time that the Local President may use is an average of fourteen (14) hours per week.

7.2.1 SUOAF-AFSCME Chapter Presidents shall each be granted an average of six (6) hours of released time per week for the purpose of conducting Union business as necessary. The Chapter President may distribute such hours to another member when conditions require and shall inform the Chief Human Resources Officer as soon as possible.

7.2.2 When using released time under this Article, Union officers shall provide prior notice, whenever possible, of the period of time they anticipate being absent from their normal duties. Such notification shall not restrict their right to attend union meetings.

7.3 The Board agrees to provide up to twenty (20) work days per contract year to enable SUOAF-AFSCME delegates to attend Union-approved conventions or conferences. Such leave shall not be cumulative. The delegate must provide his immediate supervisor at least five (5) work days' written notice of the intent to take such leave.

ARTICLE 8 – ACADEMIC FREEDOM

8.1 The Board and SUOAF-AFSCME agree, members assigned teaching responsibilities which carry load credit or who engage in group instruction in informal settings (e.g., freshman orientation, leadership development training, etc.) shall be accorded academic freedom as the Board extends to members of the teaching faculty.

8.2 Academic Freedom Panel Within thirty (30) days of the effective date of this Agreement, the Board and SUOAF-AFSCME shall each name four (4) representatives (one from each university) to act on academic freedom complaints. Familiarity with academic freedom matters should be sought from appointees. The two members from each university shall constitute the Academic Freedom Panel for that university.

8.3 Procedure The following procedure shall constitute the sole and exclusive method for processing claims of violation of academic freedom:

8.3.1 Allegations of violation of academic freedom shall be framed with reasonable particularity, signed, dated and filed by the complainant with the two university members of the academic freedom panel within thirty (30) days of the incident giving rise to the allegations. The university panel members shall provide copies of the allegations and attachments to persons named as respondents to the complaint. The Panel shall investigate and mediate the complaint in order to affect a mutually acceptable resolution to the matter. Within thirty (30) days of receipt of the complaint, the Panel shall issue written findings and may offer a written recommendation to the complainant and the respondents. These parties shall have fifteen (15) days from receipt of the findings/recommendation of the Academic Freedom Panel to agree to any recommendation by so notifying the Panel in writing. If either party fails to agree, the complainant may initiate further action by forwarding the complaint within seven (7) additional days to the Local President and the Chancellor, or designee, who shall also receive a copy of the findings and any recommendations issued.

8.3.2 The SUOAF-AFSCME Local President and the Chancellor, or designee, shall jointly convene an Academic Freedom Committee within twenty-eight (28) days of receipt of the complaint and shall provide them with Panel findings and any recommendations. This Committee (normally of six individuals) shall consist of those individuals identified above who are not employed at the University from which the allegation arises.

8.3.3 Prior to any hearing on the matter, the Committee shall consider the written complaint, and any recommendations from the Panel, without further information, to determine if the complaint is a subject matter appropriate to an academic freedom proceeding. If the panel finds it is not, by majority vote, it shall inform the conveners of the Committee and the complainant. The decision of the Committee is final and binding.

8.3.4 If the Committee finds the subject matter of the complaint appropriate for a hearing as to whether academic freedom has been violated, it shall schedule a hearing of the matter. The procedures governing the hearing shall be informal, and generally parallel the rules of the American Arbitration Association. At any point in the proceeding, the Committee may seek the advice of an expert drawn from the CSU community.

8.3.5 The Committee shall have the power to adjudicate substantive issues and to direct a remedy. A remedy may not be retroactive beyond the date of the incident that gave rise to the violation. The Committee's decision shall be final and binding on the parties. It shall be issued within sixty (60) days of the filing at the CSU level, unless an extension is ordered by the Committee with the consent of the conveners.

ARTICLE 9 – UNIVERSITY PARTICIPATION

9.1 While SUOAF-AFSCME as the elected bargaining agent retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for members of the bargaining unit and the Board of Regents retains its legal rights to manage and direct the State University system, the parties recognize the desirability of a collegial governance system for the administrative faculty in areas of academic or professional concern. It is desirable that the collegial system of governance be maintained and strengthened throughout the State University so that the administrative faculty will have a mechanism and procedure for making recommendations to appropriate management officials. It is understood that the rights to freedom of debate and communication exercised in governance forums shall not impinge upon the rights of SUOAF-AFSCME nor upon the rights of the Board. Neither the Board nor the Union shall use the collegial governance system to unilaterally implement recommendations on any matter within the scope of collective bargaining or to implement any recommendation which impinges upon the rights of either party under this Agreement.

9.2 Both parties to this Agreement recognize and endorse the participation of the administrative faculty in the governance of the academic community. Administrative faculty members shall participate in university, systemwide, and professional activities as appropriate. Such participation shall include, but not be limited to, attendance at general faculty meetings, voting membership in the University senate, participation on search committees, and service as advisors to student organizations. Service as an advisor shall be considered within the "scope of employment" consistent with CGS 4-165.

9.3 When any Presidency in the State University System or the Chancellorship becomes vacant, the Board will consult with the administrative faculty in a manner it deems most appropriate.

ARTICLE 10 — ADMINISTRATIVE FACULTY RANKS, JOB DESCRIPTIONS, AND INTERNAL POSTINGS

10.1 A job description for every bargaining unit position shall be on file in the Human Resources Office. An individual's job description shall be available to him/her or to SUOAF-AFSCME upon request.

10.2 All positions within the bargaining unit shall be classified as Administrator I through Administrator VII. The Administrator I rank is comprised of two separate classifications: trainee or working level. The Administrator VII rank shall have differentiated salary ranges to be utilized for University Physician (or similar position) and Athletic Director (NCAA Division I). This system of administrative faculty ranks shall remain in effect for the Contract term or until changed by mutual agreement.

10.2.1 Administrator I/Trainee Appointees to the trainee class will perform a variety of duties of increasing difficulty as skills are acquired during the course of the training program. Appointees shall be accountable for mastering the skills necessary to satisfactorily perform at a professional working level of a higher rank.

Appointment to this class is for a period not to exceed two (2) years. Individuals with the previous relevant experience may be advanced to the higher rank any time during the two-year period, as recommended by the appropriate supervisor.

10.2.2 Administrator I/ Working Level Appointees to the working-level class perform at a professional working level with duties confined to one functional area.

10.2.3 University Physician The salary range for University Physician (or similar such position where a bona fide mandatory qualification is a medical degree and license to practice medicine) shall have a minimum that is 15% higher than that of rank VII, maximum 13.6% higher than that of rank VII, annual salary to be determined pursuant to Article 29.3.

10.2.4 Athletic Director (NCAA Division I) The salary range for Director of Athletics at a University where the athletic program is a member of Division I of the NCAA shall have a minimum that is 15% higher than that of rank VII, maximum 15% higher than that of rank VII, annual salary to be determined pursuant to Article 29.3.

10.3 In cases where: (1) Management creates a new bargaining unit position; or (2) Management makes a major change to an existing job description, the Board will fulfill its statutory obligations by negotiating the impact of the new job description on wages, hours, and other conditions of employment where such are not already prescribed by this Agreement.

10.4 For purposes of this Article,

- "**Promotion**" shall mean a change of a member from one bargaining unit rank to a higher rank.
- "**Reclassification**" shall mean any major change in duties responsibilities, and/or rank affecting an incumbent in his position.

10.4.1 As opportunities occur in the bargaining unit, the Chief Human Resources Officer shall provide electronic notice to all SUOAF Chapter Presidents and designees and send an electronic notice to the Associate Vice Chancellor for Human Resources and Labor Relations and the other Chief Human Resources Officers. Each Chapter President shall be provided current mailing labels upon request and shall be responsible for university distribution of electronic or written notice. Failure to receive written or electronic notice shall not be grievable if the Chief Human Resources Officer has distributed the original notice as described above. Local member expressions of interest must be communicated to the designated Management Official within ten (10) work days of notification distributed by the Chief Human Resources Officer. Any bargaining unit member may participate in this process who has obtained employment within the bargaining unit through an affirmative action search. Such members may apply during an advertised, affirmative action search.

At the close of this period, the designated Management Official shall review and consider any and all requests from members interested in promotional opportunity. He/she shall then notify members in writing as to the disposition of their requests.

10.4.2 Failure to promote a bargaining unit member is not grievable.

10.5 When Management establishes a new position or reclassifies a filled bargaining unit position, the parties shall negotiate the appropriate rank. The parties shall have ten (10) working days from receipt of the job description by SUOAF to negotiate. Unresolved disputes shall be subject to the Grievance Procedure.

10.5.1 When Management promotes a bargaining unit member or reclassifies the member's position to a higher rank, Management, after consultation with the Union, shall increase the member's salary not less than six (6) percent and said member must be paid at least the minimum of the new rank.

10.5.2 Management may, after consultation with the Union, assign a position to a higher rank or implement an in-rank salary adjustment in order to address disparities reflected in the marketplace.

10.5.3 Management may offer a retention bonus to members whose skills bring special value to the University and when such skills are in high demand in the marketplace. The Chancellor or designee, after consultation with the Union, shall determine the amount of the bonus and when the bonus will be awarded to the eligible employee. Such bonus shall not be added to the employee's salary base.

10.6 If the President/Chancellor of the University or his/her designee appoints or assigns a member to a temporarily vacated position or to another position while simultaneously covering his/her own duties, such appointment or assignment shall be made in advance in writing. Members not receiving advance written notice are not expected to assume additional duties. The following salary adjustment shall be made for the duration of the appointment or assignment. When such appointments or assignments exceed thirty (30) calendar days, the salary shall be at the beginning step of the higher rank (if applicable) or increased by 7.5 percent (7.5%), whichever is greater, commencing on the thirty–first (31st) day of the appointment or assignment and shall be retroactive to the first day of such temporary appointment or assignment. On the anniversary date of such temporary appointment or assignment, the member shall have his/her temporary salary increased by an additional 5 percent (5%).

No appointment or temporary assignment under this Article shall exceed two (2) years in duration, nor be followed by a succeeding temporary appointment until at least six (6) months have passed.

This article shall not be applicable as stated for situations where a member of the bargaining unit is required to cover the duties of a position at a lower rank that exists within the scope of a member's department. Such assignments will not exceed one year in duration but may be extended by mutual agreement.

Service in a higher rank under this Article shall not constitute permanent status in such rank.

ARTICLE 11 — VACANCIES

11.1 As vacancies occur in the bargaining unit not covered by Article 10, they shall be posted and filled according to affirmative action search procedures.

11.2 As soon as Management decides to fill a vacancy in the bargaining unit, electronic notice shall be sent to the four universities and the System Office. At the same time, each SUOAF- AFSCME Chapter President shall receive a notice of the bargaining unit vacancy.

11.3 Whether or not a search committee is used to provide recommendations under this Article, input from the direct supervisor shall be included in any recommendation.

If a search committee is used to screen applicants for a bargaining unit position(s), at least one of its members will be appointed by the Union.

11.4 Failure to award a posted vacancy to a bargaining unit member is not grievable.

ARTICLE 12 — ADMINISTRATIVE FACULTY APPOINTMENTS

12.1 The President/Chancellor shall appoint members of the administrative faculty and report such appointments to the Board of Regents. Before making such appointments, the President/Chancellor or designee shall consult appropriate administrative faculty member(s), designated by the Union, provide the Union with an opportunity to receive information and offer input regarding salary and prior system service credit, and notify the Union when such appointments are made.

The letter of appointment shall contain:

- beginning and ending dates of appointment;
- class (full–time, part–time);
- rank and salary;
- special conditions of employment;
- title of immediate supervisor/evaluator;
- a statement of the nature of the appointment (temporary, term, etc.) and appropriate notice provisions.

In addition, a copy of the position description shall be enclosed.

Provisions of this Section are not grievable.

12.2 Various educational and experiential qualifications are listed in the official job description for each position. When Management establishes or modifies a bargaining unit position, it shall list on the official job description required qualifications. The parties shall continue to strive for agreement in the development of job description contents. These qualifications are not designed to bar appointment of persons who have demonstrated unusual ability and promise. In such cases, the President/Chancellor or designee may waive listed qualifications.

ARTICLE 13 – TEMPORARY AND TERM ADMINISTRATIVE FACULTY APPOINTMENTS

13.1 Temporary Appointments

A "**temporary employee**" is any individual whose appointment is limited in duration and whose letter of appointment indicates that employment ends on the date specified. Temporary appointments shall be no more than one year in duration and extended by prior mutual agreement.

On and after July 1, 1994, new members on grant-funded initial and subsequent appointments may be reappointed at the discretion of the university. Such appointments shall carry no expectation of renewal or service eligibility for continuing appointment. Notwithstanding the above, if the university makes the position permanent and decides to appoint the member, all prior service shall be counted toward continuing appointment eligibility.

13.1.1 Temporary positions may be established for (1) a specific terminal and/or grant–funded project, (2) the purpose of relieving employees who are absent due to leaves with or without pay, or (3) meeting the University's staffing problems as occasioned by terminations, increased work loads, or other temporary conditions. In no case shall a term–appointed administrative faculty member or an administrative faculty member with continuing appointment temporarily assuming other duties as in Article 10.6 be considered a "temporary" employee of the University.

13.1.2 Temporary appointments of any nature which are part of the bargaining unit shall be made only after consulting the SUOAF-AFSCME Chapter President at the respective University.

13.1.3 Non–renewal of temporary appointments may not be contested under the grievance procedure.

13.1.4 When and if a temporary employee receives a term appointment, this service under a temporary appointment shall be credited toward his/her years of service. A recommendation as to appropriate salary level shall be solicited from SUOAF prior to setting the salary.

13.2 Term Appointments

Term appointments shall be given to all administrative faculty members except those holding temporary or continuing appointments. Initial term appointments shall be made by the President/Chancellor in writing as specified in Article 12 and reported to the Board of Regents. Subsequent term appointments may be made by the University President/Chancellor in conformity with the schedule set forth herein.

13.2.1 Initial term appointments shall be for one (1) year. Subsequent term appointments shall be made for not less than one (1) year nor more than three (3) years through the member's sixth (6th) year of service.

13.2.2 Service rendered under a term appointment shall be counted toward a continuing appointment.

ARTICLE 14 — RENEWAL AND NON-RENEWAL OF TERM–APPOINTED ADMINISTRATIVE FACULTY MEMBERS

14.1 All administrative faculty members holding term appointments shall be renewed for service unless proper non–renewal notice is given.

14.2 Written notice of non–renewal of term appointments shall be given as follows. Employees in their first (1st) year of service shall receive notice three (3) months prior to the contract's expiration. Employees in their second (2nd) year of service shall receive notice six (6) months prior to the contract's expiration. Employees in their third (3rd) and succeeding years of service shall receive notice twelve (12) months prior to the contract's expiration.

14.3 Personal delivery of written notices of non–renewal or delivery via return receipt email, along with a copy sent to the Chapter President, shall constitute effective notification. Comments on an evaluation form do not constitute appropriate written notice under this Article.

14.4 Failure to provide written notice of non–renewal according to the schedule set forth herein is equivalent to reappointment or, at the end of the sixth (6th) year of service, the granting of a continuing appointment.

14.5 Failure to renew a term appointment is grievable to Step 2 of the grievance procedure only.

ARTICLE 15 — CONTINUING APPOINTMENT

15.1 Definition

The granting of continuing appointment to a member of the administrative faculty shall be analogous to the granting of tenure to an instructional faculty member.

A continuing appointment to the administrative faculty shall be effective until resignation, retirement, or termination for cause. A continuing appointment shall be granted under the terms of this Agreement or by the Board of Regents, upon the University President's/Chancellor's recommendation.

15.2 Eligibility

A continuing appointment will be granted to administrative faculty members who are employed on a full–time basis under term appointments and who are in Administrative ranks I through VII.

The determination to grant or to deny continuing appointment shall be made no later than the end of the administrative faculty member's sixth (6^{th}) year of full-time service at the University. If continuing appointment is granted, the administrative faculty member will receive such by the end of his/her seventh year of full-time service at the University. If continuing appointment is denied, the administrative faculty member holding a term appointment shall be timely notified of his/her non–renewal. Failure to give notice of non– reappointment by the end of the sixth (6^{th}) year of employment under a term contract constitutes the awarding of continuing appointment.

Members may be recommended for continuing appointment regardless of the length of their employment. Failure to grant continuing appointment early is not grievable.

15.2.1 During the term appointment period, paid leaves shall not affect continuity of service. Persons with unpaid leaves, pursuant to Article 25, reestablish continuity of full–time service upon return from such leave.

15.2.2 Resignation from the University terminates the term appointment period applicable toward continuing appointment. An administrative faculty member returning to the University after a resignation, however, may request credit toward continuing appointment for his/her prior service.

15.2.3 Pursuant to Article 13.1, employees on grant–funded appointments are not eligible for continuing appointment.

15.3 Basis for Awarding Continuing Appointment

The assessment of an administrative faculty member's qualifications for continuing appointment shall take into account the following criteria:

(1) demonstrated knowledge of and effective application of professional skills in the field worked;

(2) willingness and ability to work constructively with students, University personnel, and the general public;

(3) quality of participation and professional judgment in University and/or systemwide activities, including committee work and/or advisory service to student and professional colleagues, and similar contributions;

(4) activities demonstrating professional growth and achievement;

(5) promise of continued professional growth.

15.4 Denial of a continuing appointment is grievable to Step 2 of the grievance procedure only.

15.5 Continuing appointment decisions are made after evaluating a person's performance on a specific campus and giving thoughtful consideration to his/her ability to advance the goals of the campus involved. Consequently, a continuing appointment is granted in the administrative faculty of a particular University. Nothing in this Agreement shall prevent the transfer of a member's continuing appointment rights in one University of the system to another if the receiving University consents to do so.

15.6 Persons promoted to Management or Confidential Professional unclassified positions, who have previously earned a continuing appointment at a lower rank in the bargaining unit retain the right to return to the lower rank and to again take up their continuing appointment for a period of three (3) years from the date of promotion. Former SUOAF members promoted into and holding Management or Confidential Professional unclassified positions prior to July 1, 2001, retain their return rights. No return shall cause the removal of a current bargaining unit member from his/her position.

15.7 When a member within SUOAF or AAUP with tenure or continuing appointment transfers from one unclassified bargaining unit to another, conditions of the transfer, and possible return, shall be negotiated in advance with all affected bargaining units. Any resulting written agreement shall prevail over the provisions of any contract then in effect.

15.8 Emeritus status shall be awarded to administrative faculty members holding continuing appointment at the University recommending the title who have retired in accordance with the provisions of State Statutes. Emeritus status is awarded by the Board of Regents upon recommendation by the University President. Emeriti shall be accorded at least the following privileges: desk space if available, full use of the library, catalog listing, a printed certificate, professional use of the title, invitations to University functions, course privileges available pursuant to Article 22 and inclusion on the mailing list for all University publications.

ARTICLE 16 — WORKLOAD

16.1 The work year for members of the bargaining unit employed on a 12–month basis shall be the contract year beginning July 1 and concluding on June 30 of the year following, a period of 261 work days. Members working on a 10–month basis shall begin work no earlier or no later than fifteen (15) work days from the first day of the academic year as published by the Board. They shall then serve for a period of 217 work days. Variable schedules for 10–month employees shall be mutually agreed upon by the employee, his/her supervisor, the appropriate Management official, and the Union.

16.2 Compensatory Time

Administrative faculty positions often require work beyond the minimum work week of thirty–five (35) hours. Compensatory time for extended hours of work on a workday or work on a legal holiday, a Saturday or a Sunday may be accrued only upon the approval of the first appropriate manager outside of the bargaining unit. Members shall be eligible for compensatory time on an hour for hour basis if the member is directed to work on a legal holiday. In addition, members shall be eligible for compensatory time on an hour for hour basis when the member is directed to work on a Saturday or Sunday, or extended hours on a workday, only after working forty (40) hours in a week. Such compensatory time shall be earned at the closest half hour increment.

No member shall accrue more than ten (10) days of compensatory time. The Chief Human Resources Officer on each campus may authorize additional short–term accruals of fifteen (15) days, for a total of twenty–five (25) days, in special emergencies. Annually, on August 15, any outstanding compensatory time balances shall be reduced to zero (0) for each member except that compensatory time earned between June 1 and August 15 may be used until the following January 15.

Upon separation of the employee from the University, all accumulated compensatory time shall be paid to the member/estate as promptly as possible.

16.3 Work Schedule Change

When Management makes significant changes in a full–time member's schedule on a long–term basis, it shall negotiate the impact of such changes with the Union and the member.

16.4 Special Projects

For the purpose of this article, a "**special project**" is defined as an unexpected task of temporary duration.

Assignment of special projects shall normally be unrelated to a member's normal duties and outside of the member's normal hours of work, but within the scope of bargaining unit work. Payment for such assignment shall be on an hourly basis at the member's normal rate of pay and there shall be no earned time accrual or use, or any other benefit associated with special projects.

When the President/Chancellor or his/her designee determines there is a need to assign a bargaining unit member to a special project and that compensatory time arrangements are not possible, the terms and conditions of such assignment shall be reduced to writing and approved by the University Chief Human Resources Officer and the Local SUOAF-AFSCME President or designee.

16.5 Outside Employment

The primary responsibility of full–time administrative faculty members is to the University. A member may undertake outside employment, including teaching at any of the Connecticut State Universities, provided that such employment does not interfere with his/her professional responsibilities.

16.6 Telecommuting

16.6.1 The President or his/her designee may authorize an individual to perform work from a remote site. Telecommuting is by mutual agreement only.

The employee must have adequate internet at the employee's expense at the proposed telecommuting site.

The employee must have a job function acceptable for telecommuting, i.e., one that can be performed at a remote site without diminishing the quality of the work, the availability of services, or disrupting the productivity of an office.

16.6.2 Approval

A request for a telecommuting agreement must first be completed by the member and is forwarded to his/her immediate manager for discussion and approval. If approved by the immediate supervisor, the request for approval will be sent to the Vice President, Associate Vice President or CIO responsible for the member's functional area. If approved at that level, the request shall then be sent to the President or his/her designee, generally the Chief Human Resources Officer for final approval. An employee for whom an agreement has been approved shall not provide day care services while telecommuting.

The operational needs of the System take precedence over telecommuting agreements. A telecommuting employee must forego telecommuting if needed in the office on a regularly scheduled telecommuting day, but the individual should be given as much notice as is reasonably possible. A supervisor may allow for flexibility in scheduling the specific days of the week used for telecommuting and allow week-to-week flexibility to meet changing needs. Requests shall not be unreasonably denied.

16.6.3 Occasional Remote Work

The parties recognize that situations arise that necessitate response by members who are off site or during off hours but do not require the member to return to the worksite to respond. In the event that a member responds to such a situation, the member should respond appropriately according to university procedures and act first to protect the health and safety of students. As soon as practicable, the member should notify the immediate supervisor of the work done from the remote location and the number of hours worked, providing incident reports, e-mails or other documentation of the hours claimed. The hours may then be documented on the member's timesheet as time worked. The parties recognize that if a member as a part of their job responsibilities is required to work remotely that they may document said hours on their timesheet. Nothing herein is intended to relieve an employee from the duty to immediately notify the first supervisor outside of the bargaining unit of the existence of situations referenced herein.

16.6.4 Grievance and Arbitration Procedure

The provisions of this section shall not be subject to the grievance and arbitration procedure.

16.7 Flexible Work Schedule

Management recognizes the benefit and the necessity of allowing flexible scheduling for SUOAF members whose job responsibilities require or may allow them to deviate from a standard seven (7) hour work day, Friday through Thursday.

Eligible members may be asked or request to work a flexible schedule. If a department head requests that an employee work a flexible schedule, a request must be sent to the member, in writing, prior to the start of the pay period in which the hours would be flexed. Employees who request to work a flexible schedule must make a written request and receive their department head's written approval before flexing their schedule.

16.7.1 Upon written approval to work a flex schedule, the member may work 70 hours over a biweekly pay period. The following guidelines shall apply:

(1) 70 hours must be worked over a pay period: Friday through the second Thursday of the pay period;

(2) Timesheets must reflect the actual number of hours worked on each day and the actual number of hours of accrued leave used, if any;

(3) If working a flex time schedule during a pay period that includes a holiday, members must work or use accrued leave for the remaining hours, totaling 70 inclusive of the holiday(s), for the pay period;

(4) Generally speaking, members may not work more than ten (10) hours per day;

(5) It may be necessary or permissible to work on a Saturday or a Sunday, or on holidays, due to the particular demands of a position;

(6) A four-day work week is permissible with the approval of the supervisor;

(7) If a member must request accrued leave or PL time during a pay period in which they are working a flex schedule, accrued leave must be charged for the exact number of hours the member is scheduled to work on that day;

(8) Members shall not be eligible to accrue or use Compensatory Time during a pay period in which a flex schedule is worked;

(9) Flexible schedules are considered non-permanent.

16.7.2 Exceptions to (1) to (8) above may be made in unusual circumstances due to workload demands. All exceptions shall be committed to writing.

16.7.3 Should a situation arise that necessitates immediate response by a member, causing the member to extend their normal workday, the member may flex that accrued time in the same pay period without receiving prior written approval.

16.7.4 Any denial of a request for a flex schedule shall be accompanied by a reason for the denial. Any request for a flexible schedule shall not be unreasonably denied.

16.7.5 SUOAF members that have been deemed non-exempt under the Federal Fair Labor Standards Act (FSLA) are not eligible for flexible scheduling.

ARTICLE 17 — WORKING CONDITIONS

17.1 The Employer shall provide and maintain a safe and healthy place of employment and work environment.

17.2 In order to safeguard the health, safety, and security of all personnel, students, and the public, the parties shall make every effort to attain and maintain standards prescribed and recommended in appropriate local, State, and Federal ordinances and guidelines.

17.3 Whenever a member observes a condition which he/she feels represents a violation of appropriate safety or health rules and regulations or which is an unreasonable hazard to persons or property, the member shall report such observations to the appropriate supervisor and the Chief Human Resources Officer. The Chief Human Resources Officer shall make a determination as to whether the employee's work location shall be changed. If an immediate danger to the health and/or safety of the member is present, a decision to change the work location shall not be unreasonably withheld.

17.4 Parking

The University shall continue to provide parking facilities at no expense to members.

17.5 Keys

Members shall have reasonable access to their place of work outside of regularly scheduled hours. Keys and/or keycards granting them access to their offices and/or primary places of responsibility shall be provided at no expense when requested.

17.6 Closing/Delayed Opening

When any condition forces the closing or interruption of normal University operations, the President or his/her designee shall provide notice of such condition as soon as possible to the administrative faculty. Employee health and safety shall be a consideration in the President's decision to curtail or to delay University operations.

If the President officially closes the University, administrative faculty members shall not report for work. If the President issues a delayed opening of the University, administrative faculty members shall report to work at the designated time. When classes are cancelled, members are expected to report on the same basis as other non–instructional personnel. However, when an employee reasonably believes that he/she is unable to come to work because of hazardous driving conditions, he/she shall charge the absence to personal or vacation time and shall make every reasonable effort to contact the supervisor. In any of these situations, it is understood that essential personnel may still be called to work.

17.7 Supervisor Change

Bargaining unit members shall be notified in writing of a change in the immediate supervisor.

ARTICLE 18 — PERSONNEL FILES

18.1 The University shall maintain only one (1) official personnel file for each administrative faculty member in a secure place designated by the President/Chancellor. Copies of all collective bargaining agreements covering SUOAF-AFSCME shall be kept on file and available in close proximity to the personnel files. Under no circumstances shall the official personnel file be removed from this location. The Employer may maintain members' payroll records in another office.

18.2 Except as otherwise provided, materials in the personnel files shall be confidential. Access to the personnel file by individuals other than the member concerned shall be conducted in the presence of someone in authority in the file office in accordance with applicable State and Federal statutes. Except for the member concerned, the President/Chancellor or his/her designee(s), and SUOAF-AFSCME representatives, who are authorized to process a grievance, no one shall have access to the official personnel file without the member's written approval. When individuals other than the President/Chancellor or Chief Human Resources Officer (or equivalent) and their immediate staff members peruse the file, notations shall be made on the face of the folder as to name, date, and reason for the perusal.

The entire contents of personnel files shall be considered private and may not be opened to any outside scrutiny except when ordered by a court of law.

18.3 A member's personnel file will contain but not be limited to the following:

- application for employment;
- non–confidential letters of recommendation relevant to said application;
- official transcripts of college work;
- appropriate resumes;
- records of the employee's work history;
- documents which are part of the evaluation process, including recommendations concerning the member's professional performance;
- name of evaluator and period being evaluated;
- records relating to the administrative faculty member's professional achievements including records of courses taught;
- publications, committee-work, reports, or any material or information considered germane to the employee’s career;

- documents relating to merit promotion, continuing appointment;
- payroll records (which may be kept as a separate file);
- records of all personnel actions;
- official correspondence related to the employee's work activities;
- materials added by the administrative faculty member as he/she believes necessary to reasonably represent his/her record.

18.4 No item shall be removed from the personnel file without the member's consent. No anonymous material shall be placed in official personnel files under any circumstances. No item shall be inserted therein by Management officials unless a copy has been forwarded promptly to the member with a notice that the material is to be included in his/her personnel file.

18.4.1 All file material shall be dated upon receipt.

18.4.2 No derogatory statements shall be placed in a member's record unless such member has had an opportunity to read and review such material, and been provided ten (10) work days to reply in writing. If no reply is received in the time given, the material may be placed in the file. The member shall acknowledge that he/she has read such material by signing the file copy. It shall be understood that this signature merely indicates that the individual has read the material in question and shall not be construed as agreement or disagreement with its content. At the same time that the signed material is being filed, the member shall be sent a personal copy of the information.

18.4.3 A member may contest through Step 3 of the grievance procedure the inclusion of any material whose accuracy, completeness, or relevance is questionable.

18.5 Upon request, a member or his/her authorized Union representatives shall have access to relevant personnel files without delay at reasonable times during regular office hours. Also upon request members shall be able to copy at no charge any and all material in their records. Where a grievance bears upon materials contained in a member's file, Union representatives shall have the right to copies of such materials at no expense.

If copy facilities are not available in the file office, personnel responsible for the files shall arrange for such copies to be made elsewhere considering the confidential nature of the material.

ARTICLE 19 – ADMINISTRATIVE FACULTY EVALUATION

19.1 Evaluation of the professional activities of the administrative faculty in the State University improves the quality of the learning environment by assessing an employee's contributions to it and by encouraging that person to grow and develop as a professional educator. The purpose of such confidential, written evaluations shall be to identify an employee's strengths and/or weaknesses as an administrative faculty member on a continuing basis and to assist the employee in delivering quality professional service. These evaluations may form a cumulative record for personnel decisions. The parties agree, prior to award of a continuing appointment, positive evaluations do not ensure renewal of appointment.

19.2 Evaluations shall be prepared by the immediate supervisor on forms designed for such purpose (see Appendix C). The evaluation shall assess total employee performance based upon observable data, productivity, and projected growth potential. The evaluation instrument shall take into account, as appropriate, the following criteria:

(1) demonstrated knowledge of and effective application of professional skills in the field worked;

(2) willingness and ability to work constructively with students, University personnel, and the general public;

(3) quality of participation and professional judgment in University and/or systemwide activities including committee work and/or advisory service to students and professional colleagues, and similar contributions;

(4) activities demonstrating professional growth and achievement;

(5) promise of continued professional growth.

Each of the five categories of accomplishment shall be rated as follows: unsatisfactory, satisfactory, good, or excellent. In addition, an overall rating of job performance, using the same scale, will be given. If the overall rating is unsatisfactory or excellent, a narrative statement shall be included to support such rating.

19.3 Procedures

The following procedures for conducting administrative faculty evaluations shall apply.

19.3.1 Prior to issuing an evaluation to a bargaining unit member, Management shall review the completed signed evaluation and have an opportunity to add comment prior to the member's review. Following this, Management will sign the evaluation and return it to the immediate supervisor who will then discuss matters pertaining to it with the member.

In completing evaluations, supervisors may consult with other individuals regarding a member's performance.

19.3.2 The evaluation shall be in writing and the complete document shall be reviewed and discussed by the employee and his/her supervisor prior to signature by the employee. Upon completion of review and acknowledgement, a final copy of the evaluation shall be remitted to the member and forwarded to the Human Resources department for placement in the employee's personnel file.

19.3.3 The evaluation must be signed by the evaluator and by the member. Such signature by the latter does not constitute agreement with the contents of the evaluation. At this point, a copy of the evaluation shall be made available to the employee.

19.3.4 Within ten (10) work days of the receipt of a supervisory evaluation pursuant to 19.3.2, a member may provide a written comment regarding its contents. Such written comment shall be forwarded in duplicate to the supervisor and the appropriate Management Official. The employee's comments shall be placed in the member's personnel file, appended to the evaluation.

19.3.5 Union officials shall have access to an evaluation when such is the subject of a grievance. In grievances concerning evaluations, the grievance officer may not substitute his/her judgment for that of the evaluator in applying the relevant evaluation standards, unless the grievance officer determines that the evaluation is unfair, unreasonable, and/or contrary to fact

19.4 Schedule

The following time schedule for evaluation shall apply. All administrative faculty members shall be evaluated each year on or before March 1. Such evaluations will not be submitted until a member has completed at least three (3) months of service. When appropriate, evaluations of term appointed members shall include a recommendation on renewal or continuing appointment.

19.5 Unsatisfactory evaluations are grievable to arbitration. A copy of any unsatisfactory evaluation will be provided to the Union. Annual ratings of unsatisfactory result in no pay increase for the incumbent. Any member who receives an unsatisfactory evaluation will be provided reasons for said evaluation and will be placed on a performance improvement plan to be monitored monthly with their supervisor.

ARTICLE 20 — DISCIPLINE

20.1 Discipline of a member under this Article may include any written reprimand, demotion, suspension with or without pay, or dismissal from service. The Board subscribes to the principles of progressive discipline. No disciplinary action shall be instituted against any bargaining unit member without just cause. Any disciplinary action shall be predicated upon written charges related directly and substantially to the alleged unsuitability of the member to discharge his/her professional responsibilities. Discipline shall not be used to restrain members in the exercise of academic freedom or other rights of citizens.

20.2 When Management has reason to believe an incident(s) has occurred which might serve as grounds for discipline, it shall investigate prior to the application of Section 20.3 below. Interviews with the employee and others may be conducted during any such investigation. Before such interview occurs, the member shall be advised of his/her right to Union representation and shall acknowledge in writing that he/she has been given such opportunity. If the individual refuses to make such written acknowledgment, Management shall notify the Union prior to the meeting.

20.2.1 In cases where the President/Chancellor believes that an employee's presence on campus may endanger himself/herself or others, the employee may be placed on a paid leave pending completion of the above process.

20.3 Prior to imposing any disciplinary action, the appropriate Management official shall meet with the member who shall be given the opportunity to be accompanied by a Union representative. The member shall acknowledge in writing that he/she has been given the opportunity to be accompanied by the Union representative. If the individual refuses to make such written acknowledgment, Management shall notify the Union representative prior to the meeting. Written charges shall be presented to the employee at least five (5) days before this meeting.

If the matter is not disposed of by mutual agreement at the meeting and the appropriate Management Official decides to impose discipline, he/she shall send a written statement of the charges and the disciplinary action to the member and the Union simultaneously.

20.3.1 Written Reprimand

A written reprimand shall carry the date, if any, of planned removal from the personnel file not to exceed twenty–four (24) months. If a reprimand is not removed from the member's personnel file pursuant to the Grievance Procedure, it shall be the employee's obligation to request such removal after the reprimand's expiration date, if any, has passed.

An evaluation shall not be construed as a written reprimand.

20.3.2 Abandonment

Members who both fail to meet their assigned duties and to report their absence for more than ten (10) consecutive work days may be deemed to have abandoned their employment absent extenuating circumstances.

20.3.3 An administrative faculty member may grieve any suspension, demotion, or dismissal beginning at Step 2 of the grievance procedure.

20.4 If a disciplinary grievance proceeds through arbitration, the arbitrator may:

(1) approve the disciplinary action imposed by the University;

(2) reduce or modify such penalty as appropriate under the circumstances;

(3) eliminate the penalty with a purging of the record and restoration of all pay and benefits.

ARTICLE 21 — GRIEVANCE PROCEDURE

21.1 Procedural Guarantees

21.1.1 An administrative faculty member shall have the right to present grievances in accordance with these procedures without fear of coercion, interference, restraint, discrimination, or reprisal. Information pertaining to a grievance shall be considered privileged and subject to dissemination only among parties of interest.

21.1.2 No grievance shall be processed as set forth below without the approval of and appropriate representation by the Union unless otherwise provided by law.

21.1.3 All hearings shall be and remain confidential unless an open session is requested by mutual agreement of the parties.

21.2 Definitions

21.2.1 Grievance

A difference or dispute arising from the application or interpretation of this Agreement.

21.2.2 Discretionary decisions by Management regarding the granting of personal leave, professional leaves, leaves without pay, and sabbatical leaves, shall be subject to the grievance procedure through Step 2 and may be carried further by mutual agreement.

21.2.3 Grievant

The Union or an administrative faculty member who files a written grievance under this Article. A grievant, with the concurrence of the Union, shall retain the right to see a grievance through to its completion or to withdraw it without prejudice at any point in the procedure. The grievant shall have the right to be present at any meeting where his/her case is presented.

As used in this Article, the term "grievant" or "administrative faculty member" shall also apply to a collective body of those individuals having the same grievance. The term "grievance" shall also include a grievance involving more than one member at a single University and a grievance involving more than one University.

21.3 Procedure for Handling Grievances

21.3.1 Grievance Forms

Appropriate forms for filing grievances appear in the Appendix. A grievance shall always be written and shall contain: (1) the name and position of the grievant; (2) a statement of the nature of the grievance; (3) the remedy requested; (4) the signature of the grievant (unless presented by SUOAF-AFSCME in behalf of a member or members); (5) the signature of the appropriate Union representative. All decisions shall be rendered in writing at each step of the process.

21.3.2 Submission of Grievance Forms

Grievances shall be filed according to the schedule specified in Section 21.4 below. Grievances shall be dated upon receipt.

21.3.3 Preparation of Grievances

The Board or its representatives shall make available to SUOAF-AFSCME any and all material, documents, or copies thereof related to the processing of grievances.

21.3.4 Rights of SUOAF-AFSCME

If a member elects not to be represented by SUOAF-AFSCME, the member shall indicate such in writing on the grievance form, and Management shall promptly provide the Union with a copy.

Whether or not the employee chooses to be represented by the Union, a SUOAF-AFSCME representative shall be present at all stages of the grievance procedure.

21.3.5 Time Limits

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of the grievance procedure to appeal a grievance to the next step within specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in each step of the grievance procedure may be extended by mutual agreement.

21.3.6 Expedition of Grievances

The Union shall have the right to present grievances of a general nature at Step 2 (University level) or at Step 3 (Board level).

A grievance of any nature may be entertained in or advanced to any step in the grievance procedure if the parties mutually agree to do so in writing.

21.4 Steps in the Grievance Procedure

A grievance must be presented in writing at the appropriate level within ten (10) work days following the time when the grievant became aware of the act, event, or condition which constitutes the basis of the grievance.

21.4.1 Step 1 — Dean/Vice President

The grievant shall submit his/her written grievance to the appropriate Dean or Vice President through an official Union representative. Upon receipt of the grievance, the Dean or Vice President shall promptly arrange a meeting to discuss the grievance with the grievant and with the SUOAF-AFSCME representative. The Dean or Vice President shall be required to respond in writing on the official grievance form and to return the form within five (5) work days of receipt to the Union representative. If the grievance is adjusted, the adjustment will be reduced to writing and signed by the Dean or Vice President and the Union representative. If there is no mutually agreeable adjustment, the grievance may be forwarded to the Step 2 level.

21.4.2 Step 2 — University President/Chancellor

Within five (5) work days of the Step 1 written answer, the SUOAF-AFSCME representative shall present the unresolved grievance to the University President/Chancellor or his/her designee. Upon receipt of the grievance, the University President/Chancellor or his/her designee shall promptly arrange a meeting to discuss the grievance with the grievant and with the SUOAF-AFSCME representative. The University President/Chancellor or his/her designee shall be required to respond in writing on the official grievance form and to return the form within five (5) work days of receipt to the Union representative. If the grievance is adjusted, the adjustment will be reduced to writing and signed by the University President/Chancellor or his/her designee and the Union representative. If there is no mutually agreeable adjustment, the grievance may be forwarded to the Step 3 level by, and only by, the Union.

21.4.3 Step 3 — Board of Regents

Within ten (10) work days of the Step 2 written answer, the SUOAF-AFSCME representative shall present the unresolved grievance to the appropriate Board of Regents officer or his/her designee. Upon receipt of the grievance, the Board officer or his/her designee shall promptly arrange a meeting to discuss the grievance with the grievant and with the SUOAF-AFSCME representative.

The Board officer or his/her designee shall be required to respond in writing on the official grievance form and to return the form within ten (10) work days of receipt to the Union representative. If the grievance is adjusted, the adjustment will be reduced to writing and signed by the Board officer or his/her designee and the Union representative.

21.4.4 Step 4 — Arbitration

If the grievance is not satisfactorily adjusted at Step 3, the grievance may be submitted to binding arbitration by, and only by, the Union. The arbitration process may be initiated by filing a written request for arbitration to the American Arbitration Association, with notice to the Board of Regents, within thirty (30) work days of the receipt of the written answer rendered at Step 3. Within five (5) work days of the receipt of the arbitration request, the representatives of the Board and the Union shall meet to attempt to select a mutually agreeable arbitrator from lists of available arbitrators furnished by the AAA. If the foregoing does not result in the designation of a mutually acceptable arbitrator, the following procedure shall be used to make the final selection.

If the Board and the Union cannot agree upon an acceptable arbitrator, each party will strike names from the list until one remains, the obligation to strike first being determined by a coin flip.

From this point forward, the parties will follow the procedures prescribed by the AAA.

21.4.4.1 All arbitration proceedings shall be private, with only parties in interest allowed to attend unless both parties agree otherwise.

21.4.4.2 The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral statements have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The arbitrator shall have no power to add to, delete, or modify any of the terms of this Agreement.

21.4.4.3 The costs of arbitration proceedings, exclusive of counsel and witness fees, shall be shared equally by the parties. If one party requests a verbatim record of the proceedings, the requesting party shall pay for such transcripts and provide them to the other party.

21.4.4.4 If any issue of arbitrability is to be raised at arbitration, the issue must have been raised at Step 3. The party raising arbitrability shall notify the opposing party in writing of such an issue and the rationale shall be included in such notice. Subsequent hearing of the Step 3 grievance shall not be deemed waiver of the arbitrability issue.

ARTICLE 22 — PROFESSIONAL GROWTH

22.1 It is the policy of the Board of Regents and SUOAF-AFSCME to encourage administrative faculty members to advance professionally. The Board agrees to provide a system to allow members to participate in educational or professional programs.

22.2 Course Privileges

22.2.1 Subject to the approval of the receiving Connecticut State University, administrative faculty members shall be allowed to register for courses on a space available basis provided that such coursework does not interfere with the member's employment obligations. The tuition, University General Fee and State University Fee for courses undertaken shall be waived for all members of the bargaining unit.

The parties agree to participate in continuing efforts to access courses and programs offered by other Connecticut institutions of higher education on a tuition–free basis.

22.2.2 Emeritus members, as well as spouses and unmarried children under the age of 25, of bargaining unit members may take courses on a space available basis without paying tuition and the State University Fee at any University within the system.

22.3 Organizational Memberships

Members who are designated by the University as institutional representatives and are selected by the University for attendance at professional meetings, conferences, or seminars sponsored by such organizations may be reimbursed for expenses incurred in accordance with Article 23 of this Agreement and shall be granted professional leave as specified in Article 24.

These policies are in no way inconsistent with the member's option to participate as an individual and at his/her own expense in professional organizations that establish and maintain his/her status as a professional. Where attendance at functions of such professional organizations requires released time, it may be approved in accordance with the established policy for professional leave.

22.4 Workshops and Other Activities

Administrative faculty members may enroll in special seminars, workshops, or courses and engage in other activities which lead to improved professional administration and enhance the stature of the institution. Where attendance at such functions requires released time, short or long–term leaves may be approved, and when approved, reimbursement for expenses shall be granted according to Article 23.

22.5 Licensing Fees

The University shall assume or reimburse fees for notary publics and permittees when such licenses are required of SUOAF-AFSCME members in the performance of their duties. Members must present a receipt indicating proof of purchase.

22.6 Professional Development Funds

In addition to funds budgeted normally for such purposes, the sum of $25,000 shall be available for the first two (2) years of the contract (7/1/21 & 7/1/22) for the purpose of funding professional development activities for members of the bargaining unit. The Board shall have full and final authority to allocate and authorize expenditure of this sum under the authority of the Chief Human Resources Officer on each university and the Chancellor, or designee, in the System Office. No one individual shall receive more than $1,500 in a contract year. Expenses of members required to travel on University business shall not be charged to this fund. Funds appropriated in one fiscal year and not expended shall carry over into the next fiscal year and these funds will carry over until the balance is depleted. These funds shall be utilized after the depletion of the pool of money cited in the second (2nd) paragraph of this article. Decisions concerning allocation and expenditure of said funds shall not be grievable.

A pool of money, which shall be 0.27 percent (0.27%) of the aggregate, biweekly base salary of the bargaining unit as of the last Thursday of the pay period which precedes that in which July 1 falls, shall be set aside for professional development. These funds will expire at the end of each fiscal year.

If these funds are depleted to $0 at any University/System Office, then an individual at the University/System Office may submit a request for professional development funds to the appropriate SUOAF committee at another University/System Office that has available professional development funds at that time.

ARTICLE 23 — PROFESSIONAL TRAVEL

23.1 A member who travels to carry out employer business shall be reimbursed for meals and lodging at the GSA rate upon submission of a travel voucher. A member may be reimbursed above the GSA rate for lodging, if such cannot be obtained at the GSA rate.

23.2 If a member uses a vehicle provided by the University, he/she shall be reimbursed for out–of–pocket expenses for the actual cost incurred not to exceed the GSA rate per day.

23.3 A member who uses his/her personal vehicle for travel shall be reimbursed for mileage at the standard GSA rate. Out–of–pocket expenses for other costs incurred shall also be at the GSA rate per day.

23.4 In cases where a common carrier is used, GSA rates shall apply.

23.5 A member traveling out–of–state on university business shall be provided with a cash advance if such is requested. Such requests shall not be unreasonably denied. At the conclusion of the trip, the member shall submit the proper vouchers or receipts to justify his/her advance. If the advance taken was less than justified, the member shall be reimbursed for his/her out–of–pocket expenses within thirty (30) days of filing the required expense report. If the advance taken was more than justified, the member shall reimburse the agency promptly upon his/her return.

23.6 Members shall be able to purchase their own airline tickets and make their own travel arrangements when such arrangements are less expensive than can be secured through the state's vendor(s).

ARTICLE 24 — LEAVES WITH PAY

24.1 Personal Leave

In addition to annual vacation, the Board of Regents shall grant each full–time administrative faculty member up to three (3) days of personal leave with pay in each calendar year. Such leave shall be for the purpose of carrying out important personal matters, including the observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Religious leave in excess of the three (3) personal days may be taken without loss of pay if the immediate supervisor is satisfied that the member's responsibilities will be met. Any individual commencing employment in the first four (4) months of the calendar year is eligible to receive the full three (3) days of personal leave; in the second four months, two (2) days; and in the last four months, no days. Except in emergency situations, members who desire such leave are expected to notify their immediate supervisors in advance.

24.2 Sick Leave and Sick Leave Bank

24.2.1 Sick Leave

All full–time administrative faculty members shall accrue sick leave with pay at the rate of one and one–quarter (1 1/4) working days per completed calendar month of continuous full–time service commencing with the date of initial employment. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible member on the completion of the calendar month. No such leave will accrue for any calendar month in which a member is on leave of absence without pay an aggregate of more than five (5) working days.

An eligible member employed on a part–time basis shall be granted sick leave with pay for continuous service from the date of initial employment at the rate of one and one–quarter (1 1/4) days per calendar month multiplied by the following fraction: the number of hours worked per week divided by 35.

Sick leave shall accrue for the first twelve (12) months in which a member is receiving workers' compensation benefits in accordance with Section 5–142 or 5–143 of the General Statutes.

24.2.2 Each January 1st, full–time administrative faculty shall be credited with a full work year's anticipated sick leave accrual. (For example, a 10–month employee would be credited with a total of 12.5 sick leave days, 1 1/4 X 10 = 12.5 days; a 12–month employee would be credited with 15 sick leave days, 1 1/4 X 12 = 15). The number of days credited shall be based upon the length of the member's work year. A member who has been credited with a full work year's sick leave days and whose services with the Connecticut State University system are terminated prior to the end of the contract year for whatever reasons (termination, resignation, retirement, death) shall have deducted from his/her terminal salary any unearned sick leave days beyond which he/she would have received at the accrual rate of 1 1/4 days per month.

24.2.3 Earned sick leave is granted to administrative faculty members for the following reasons: (1) incapacitation for duty; (2) dental or medical examinations or treatments for which arrangements cannot be made outside of working hours; (3) when presence at work will expose others to contagious disease; (4) in the event of death in the immediate family (immediate family means husband, wife, father, mother, sister, brother, child, or any other relative who is domiciled in the member's household) when as much as five (5) working days' leave with pay shall be granted; (5) if critical illness or severe injury in the immediate family creates an emergency which requires the attendance or aid of the employee, when up to five (5) working days with pay in a calendar year shall be granted; (6) as much as three (3) working days' leave per calendar year shall be granted to fulfill the obligations of traveling to, attending, and returning from funerals of persons other than members of the immediate family.

24.2.4 Each administrative faculty member who retires shall be compensated, effective as of the retirement date, at the rate of one–fourth (1/4) of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll to a maximum equivalent of sixty (60) days' pay. Such payment shall not be included in computing retirement income.

An employee who leaves the University shall retain accrued sick leave to his/her credit provided he/she returns to the employ of the Board on a permanent basis within one year.

24.2.5 Upon death of a member who has completed ten (10) years of state service, the Board shall pay to the beneficiary one–fourth (1/4) of the deceased member'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.

24.2.6 If an employee becomes ill while on vacation, the time shall be charged against accrued sick leave if supported by an appropriate medical certificate.

24.2.7 Holidays occurring when an employee is on sick leave shall be counted as holidays and not charged as sick leave. Similarly, when a full day off is granted by act of the Governor or by order of the University President/Chancellor because of an emergency, an employee on sick leave shall not be charged as being on sick leave.

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

24.2.9 The University President/Chancellor shall maintain an accurate record of each administrative faculty member's sick leave days. Such records shall reflect the current amount of accrued leave, the amount and dates when leave was taken, and the current balance available to each employee. Said records shall be available to the employee concerned at all reasonable times.

24.2.10 Sick Leave Bank

A sick leave bank is established for use by bargaining unit members who have exhausted their accumulated sick leave and who have catastrophic and/or extended illness. The bank shall be established by a mandatory contribution of four (4) days of accumulated sick leave from each member and maintained at a minimum of four days per member after the first year of institution. New members shall be eligible for the sick leave bank and all member's initial contribution will be made on January 1st following their date of hire. Additional contributions shall be made as necessary. Upon retirement, a member's contributions of sick days made to the bank less any days taken from the bank shall be returned to his/her accumulated credit for the purpose of computing compensation for unused sick leave. Such days shall not be returned if an individual has accrued 240 sick days.

24.2.10.1 When a member has a catastrophic and/or extended illness which has exhausted his/her sick leave, and has subsequently used up to a maximum of thirty (30) days of vacation time (if accumulated) immediately preceding eligibility for the sick leave bank, a request for use of the bank may be made to the local Chief Human Resources Officer who shall forward the application to the Sick Leave Bank Committee.

24.2.10.2 The sick leave bank shall be administered by a Committee consisting of four members designated by the Board to serve at its discretion and four members designated by the Union to serve at its discretion. The Sick Leave Bank Committee shall determine a member's eligibility for use of the bank and the amount of leave to be granted, considering his/her presentation of adequate medical evidence of catastrophic and/or extended illness and his/her prior utilization of all accrued sick leave. The decision of this Committee regarding eligibility and entitlement shall be final and binding and not subject to grievance or appeal.

24.2.10.3 The initial granting of sick leave by the Committee to an eligible member shall not exceed thirty (30) work days. Upon completion of the thirty (30) work day period, the period of entitlement may be extended by the Committee upon the applicant's demonstration of need.

Members of the bargaining unit hired before July 1, 2001, and not participating in the Alternate Retirement Plan, shall have the option of choosing participation in either of the sick leave bank provisions outlined in sections 24.2.10.4 or 24.2.10.5. Said members shall exercise this option prior to October 1, 2001.

24.2.10.4 Members of the bargaining unit hired before July 1, 2001, and not participating in the Alternate Retirement Plan, may receive grants from the sick leave bank up to a total of 120 consecutive work days per occurrence.

24.2.10.5 Members participating in the Alternate Retirement Plan and/or members hired on or after July 1, 2001, may receive grants from the sick leave bank up to a total of 120 consecutive work days per occurrence, but no more than a lifetime total of 180 work days.

24.2.10.6 Members may donate vacation time to the sick leave bank for a particular member who has exceeded the 120 consecutive work day limit for an occurrence or for a member who has exceeded the 180 work day lifetime total.

24.2.10.7 Members exhausting their benefits under the sick leave bank provisions are referred to Section 30.3.3 and other provisions of Article 30 for disability benefits for which they may be eligible.

24.2.10.8 As the sick leave bank is used, the Committee shall determine the need to replenish it and shall request the deduction of additional days in accordance with Section 24.2.10.

24.3 Holidays

24.3.1 Administrative faculty members shall be granted time off with pay for the following holidays if these holidays fall within their work year:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday (Observed Friday preceding Washington's Birthday)	Day before Thanksgiving
Washington's Birthday	Thanksgiving Day and following Friday
Day of Prayer	Christmas Day
Memorial Day	

24.3.2 If one of the holidays listed above falls on a Saturday, the administrative faculty member shall be granted equivalent time off on the Friday immediately preceding such Saturday or given another day off in lieu thereof. If one of the holidays listed above falls on a Sunday, equivalent time off will be granted on the following Monday.

24.3.3 The President/Chancellor or his/her designee may require an employee to work on a holiday in which case the employee shall be granted compensatory time off in accordance with Article 16.2.

24.4 Vacations

24.4.1 After six (6) months of continuous employment at the University, full–time administrative faculty members employed on a 10–month basis are entitled to a total of 18.33 working days (128.333 working hours) of vacation accrued at the rate of 1.833 (12.8333 hours) days per calendar month of service.

After six (6) months of continuous employment at the University, part–time administrative faculty members employed on a 10–month basis are entitled vacation accrued at the rate of 1.833 (12.8333 hours) days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

After six (6) months of continuous employment at the University, full–time administrative faculty members employed on a 12–month basis are entitled to a total of twenty–two (22) working days (one hundred fifty–four [154] working hours) of vacation each calendar year accrued at the rate of 1.833 days (12.8333 hours) per calendar month of service.

After six (6) months of continuous employment at the University, part–time administrative faculty members employed on a 12–month basis are entitled to vacation accrued at the rate of 1.833 days (12.8333 hours) per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

24.4.2 Members may accumulate vacation days with pay from year to year up to a maximum of 120 such days (840 such hours). For members who are at the limit, the University Human Resources Office will post accrued vacation days to such member's record once a year on January 1st or one month prior to termination.

24.4.3 Members who leave the University shall receive a lump–sum payment for unused vacation time not to exceed 120 such days (840 such hours). In the event of the member's death a lump–sum payment for unused vacation time in an amount equal to the salary in effect for the duration of the unused vacation period shall be made to his/her beneficiaries or to his/her estate, upon the establishment of valid claims therefore.

24.5 Short–term Leaves for Professional Reasons

Leave to attend Union conferences or conventions is excluded from this Section but is covered by Article 7.3 of this Agreement. Leaves with pay for professional activities such as conventions, conferences, or seminars, which necessitate absence from the member's usual workplace, may be approved by the President/Chancellor or his/her designee.

Allowances for travel expenses shall be granted to members on such leave in accordance with Article 23.

24.6 Court Leave

Any member who serves on a jury shall be entitled to receive full pay and benefits for the duration of such duty in return for relinquishing all fees to the Board of Regents. Any member who is subpoenaed as a witness will receive full pay for the duration of the subpoena.

24.7 Short–term Military Leave

Any member who undertakes military obligations shall be granted short–term military leave in accordance with applicable State and Federal Statutes.

24.8 Sabbatic Leaves

Sabbatic leaves are granted only for the benefit and advancement of the Connecticut State University and must be for purposes of scholarly and creative endeavors that enhance the member's professional competence. Upon the completion of six (6) years of full–time service, a member is eligible to be considered for sabbatic leave. After a sabbatic leave, a member becomes eligible for another such leave after the completion of an additional six (6) years of full–time service. Waivers of these time periods may be granted at the President's discretion.

The number of sabbatic leaves available each year is limited and depends upon the availability of funds. Leaves are granted without regard to seniority or to the number of years a member has been eligible for sabbatic. Written proposals for sabbatic leaves shall be submitted as prescribed by the particular University. Each proposal will be judged on its merits through a process proposed by the University Senate and approved by the University President.

Sabbatic leave may not exceed a year in duration, but may be scheduled for shorter intervals appropriate to the individual project.

Salaries for persons on sabbatic shall be full pay for such leaves up to one–half (1/2) year or half pay for leaves greater than one–half (1/2) year but less than or equal to one (1) full year. During sabbatic leave, the member shall be eligible for all scheduled salary adjustments and for all other applicable benefits which would have been provided to him/her by the University were the member not on leave.

24.9 Benefits Upon Transfer

When a member transfers to another State agency or when another State employee transfers into a bargaining unit position, the Board shall fulfill its statutory obligations with regard to accrued State benefits pursuant to Sections 5–239, 5–247, and 5–250 of the Connecticut General Statutes and the appropriate regulations issued pursuant to those Statutes.

ARTICLE 25 — LEAVES WITHOUT PAY

25.1 Family and Medical Leave

All eligible members, upon written request, shall be granted Family and Medical Leave, including Maternity and Adoption leave, as prescribed under the Federal and State Family Medical Leave Acts, Pregnancy Act, Connecticut General Statutes 5-248a; Americans with Disabilities Act, Connecticut Fair Employment Practices Act, and any other Federal and/or State family and/or medical leave acts as enacted.

25.2 Other Leaves Without Pay

Upon the recommendation of the University President/Chancellor, unpaid leaves of absence for up to one (1) year may be granted to administrative faculty members by the Board of Regents. Requests for such leaves shall be in writing, shall establish sufficient justification, and shall be submitted to the University President/Chancellor through the member's supervisor. Requests shall normally be filed not later than ninety (90) days preceding the commencing date for the leave. No later than thirty (30) days after the request is submitted, the President/Chancellor shall respond to the member.

Unpaid leaves of absence may be extended by the Board for up to a second year. During an unpaid leave, a member may exercise the option of continuing all benefits normally provided by the University by paying all of the required premiums for such benefits if permitted by law. While on unpaid leave, a member shall remain an employee of the University; however, the period of any such leave shall not be considered a period of service for purposes of salary and fringe benefit calculation, seniority, or eligibility for continuing appointment or sabbatic leave.

A member returning from such leave shall be restored to his/her previous position and negotiated benefits or a comparable position of equal rank, pay, and benefits provided that he/she notifies the President of his/her intentions to return at least thirty (30) days prior to the expiration of the leave unless by law a shorter notification period is allowed. Unpaid leaves may include but not be limited to those listed below:

- long–term military leave granted in accordance with Federal and State statutes;
- leave of absence to assume elected office or a position in a professional organization or union;
- childrearing leave;
- short–term emergency leave;
- leave for extended illness or disability;
- long–term professional leave.

ARTICLE 26 — MATERNITY LEAVE

26.1 Maternity Leave

Absences due to illness of any nature resulting from pregnancy, childbirth, or recovery therefrom certified by the attending physician as a period of time when the member is unable to perform her job requirements shall be charged to sick leave under the same terms and conditions as any other illness or disability.

Upon expiration of sick leave, the employee may request, and shall be granted the use of vacation, personal leave, and earned time. Upon expiration of paid leave, the employee may request, and shall be granted, a family/medical leave of absence without pay, position held in accordance with Article 25.1. Upon expiration of FMLA leave, the employee may be granted a leave in accordance with Article 25.2 of this Agreement.

Any request for leave under this Article shall be submitted in writing to the University President accompanied by an acceptable medical certificate. This request shall contain the following information:

(1) the expected date of delivery;

(2) anticipated use of sick leave, vacation, personal leave, and earned time;

(3) intentions of returning to work.

The rules and regulations governing the use and submission of medical certificates shall apply, except that the doctor's original medical certificate will be accepted for absence due to pregnancy up to four (4) weeks after delivery. Further absence will require additional medical certificates in accordance with normal procedures, if requested by the Board.

26.2 Adoption Leave

A bargaining unit member who adopts a child will be entitled to adoption leave. Any absence related to the adoption of a child may be charged to sick leave, up to a maximum of ten (10) days.

The member shall give notice of intention to take such leave within seven (7) days of being notified by their adoption agency that they have been matched with a child for adoption, unless this is not reasonably practicable. A matching certificate provided by the adoption agency shall be submitted to verify the adoption.

ARTICLE 27 — INVENTIONS AND MARKETABLE DISCOVERIES, AND COMPUTER USE

27.1 Inventions and marketable discoveries are governed by CGS 10a–97 through CGS 10a–99 except as provided below.

27.2 All members are deemed to have authorization to use Connecticut State University computer equipment for private academic research and writing on their own time when such use does not interfere with the needs of the University. This use is subject to all other conditions of access to University computer facilities, as may be established from time to time, on the following basis:

27.2.1 University computers may not be used at any time for the conduct of a private business enterprise.

27.2.2 The University shall make no claim for reimbursement when University computer equipment is used for word processing and preparation of manuscripts.

27.2.3 Computer software products created by an employee specifically assigned to that task shall be the property of the University and the State of Connecticut. Said assignments may be the regular duty of the employee, or in lieu of such regularly assigned duties, by special arrangement. The employee who created the computer software product shall assign all copyright and/or patent rights to the University.

27.2.4 Computer software products created for research in a discipline and/or instructional use not covered by 27.2.3 shall belong to the creator subject to the following restrictions:

27.2.4.1 Such software products and all documentation shall be available at no cost to the University for instructional and administrative use.

27.2.4.2 Sale of computer software products to the author's students shall not result in profit, royalty or like payment to the author.

27.2.5 Other computer software products created using University computer equipment not covered by 27.2.3 and 27.2.4 shall be provided to the University for its perpetual use at no cost. The creator of such computer software products shall provide the University one copy, complete with documentation, of the creation.

27.3 Disputes concerning the meaning or application of this article shall be referred to Step 2 of the grievance procedure. Step 3 of the grievance procedure shall be the final step in resolving such disputes.

ARTICLE 28 — RETRENCHMENT

Insofar as possible the process of natural attrition shall be used to reduce the administrative faculty workforce. When a reduction in staff is contemplated, the following procedure shall be followed.

28.1 Declaration of Financial Crisis

In the event the Board determines that a bona fide financial crisis exists which requires the termination of bargaining unit members prior to the end of a term appointment or those on continuing appointment, the Board shall notify the Union and negotiate with SUOAF-AFSCME the impact of any such crisis upon the bargaining unit to the full extent required by law. The negotiation process shall be completed within sixty (60) calendar days. During this period and in the event a University is closed or merges with another University, or has a major reduction in academic programs, serious consideration will be given to the possible relocation of members on continuing appointment. After sixty (60) calendar days have elapsed and if no agreement has been reached, the Board may implement its last proposal.

28.1a For purposes of this Article, a "bona fide financial crisis" shall be defined as an existing or imminent major financial crisis which would threaten survival of the Connecticut State University as defined in Article 1.2. Under no circumstances shall financial crisis be declared prior to 7/1/2023.

28.1b For purposes of this Article, "survival" of the Connecticut State University is expressly defined as the availability of adequate funds to enable the System substantially to fulfill its mission as approved by the Board. A declaration of financial crisis and subsequent reductions must be consistent with and limited to the goal of preserving the Connecticut State University's ability to substantially fulfill its mission. Only the Board, or CSCU President with express approval from the Board, can declare a bona fide financial crisis.

28.1.1 During the above negotiations, consideration shall be given to insure compliance with State and Federal non–discrimination and affirmative action laws and regulations.

28.1.2 The deadline for negotiations may be extended by mutual agreement.

28.2 Before any administrative faculty members are retrenched, the parties shall make every reasonable effort to avoid and mitigate retrenchment by implementing at a minimum the following measures:

- elimination of part–time administrative workers, within the impacted area who are performing non-management duties, regularly assigned fewer than 20 hours per week;
- encouraged use of Voluntary Schedule Reduction;
- confirmation that the system as a whole, including the System Office, has an adjusted Unrestricted Net Position (UNP), as determined by the CSCU Controller based on audited UNP excluding the impact of unfunded pension and OPEB liability, according to normal practice that is less than two (2) months of operating (2/12 of most recently enacted budget for expenditures, or audited expenditures).
- reduction of equipment and other expense costs;
- reassignment to another function or department consistent with Article 10.5;
- retraining.

Before any administrative faculty members are retrenched, the parties shall make every reasonable effort to avoid and mitigate retrenchment by actively pursuing as possible remedies by the Board of Regents:

- special sabbatic leave;
- early retirement with early retirement incentives.

Any retrenchment must be based on seniority. Members without continuing appointment shall be retrenched before members with continuing appointment. Members with temporary appointments shall be retrenched before members with term appointments. In no case shall an administrative faculty member be laid off if major responsibilities within his or her job description are outsourced or assigned outside the bargaining unit.

28.3 Within ten (10) calendar days, the President/Chancellor shall give notice by certified mail to members whose positions, as described in Article 10.1, are to be retrenched. Copies of all notifications shall be sent to the SUOAF-AFSCME Chapter and Local Presidents.

28.4 A "bump–back" mechanism shall be established as follows. A member may bump another member of the bargaining unit who is least senior and (1) holds a comparable job description; (2) holds a job description in the next lower rank of a comparable job series; (3) whose position was previously held by the bumping member. In addition, a member may bump the least senior member in the same or lesser rank whose job he/she is qualified to fill based on currently established qualifications in the official job description.

The above procedure shall be repeated indefinitely until all bumping possibilities on the university have been exhausted.

28.4a For purposes of this Article, a "comparable job description" is a job description with the same rank, and for which the primary responsibilities and requisite skills and experience are substantially the same.

28.4b For purposes of this Article, a job description in the next lower rank of a "comparable job series" is a job description for which the primary responsibilities and requisite skills are substantially similar, but at a reduced level of responsibility, experience, and/or scope.

28.4.1 For the purpose of this Agreement, seniority is defined according to Article 1.8.

28.4.2 The salary of a member reduced in rank as a result of the bump–back mechanism shall remain based on original rank, same as if bump back had never occurred.

28.4.3 In no case shall an administrative faculty member be laid off for the purpose of creating a vacancy for a person outside of the bargaining unit. If a bargaining unit member was transferred from the teaching faculty and holds tenure therein, he/she retains the right to return to the teaching faculty or to follow the bumping procedure, at his/her own option.

28.5 Members should be informed of layoff as soon as practicable. Not less than ten (10) months' notice of layoff shall be given.

28.6 For a period of thirty–six (36) months following retrenchment, no position eliminated under this article shall be re-established and filled in the same department or similar program in another department on either a full-time or FTE part-time basis until at least three (3) years have elapsed, unless the person who was separated and is qualified as determined by the job qualifications after consultation with the department has been offered reappointment and has not accepted it. Offers of reappointment shall be in inverse order of separation and shall be sent by registered mail, return receipt requested, to the address last filed with the President. Failure to accept an offer within thirty (30) days of the time it was mailed by the University shall be taken to mean that the offer is rejected, and the President shall be free to offer the position to another person.

28.7 Reappointment of a Retrenched Administrative Faculty Member

28.7.1 The President/Chancellor, upon rehiring members laid off from the University, shall do so in inverse order of layoff. He/she shall rehire any such member provided that the recall method used in rehiring is the inverse of the bumping mechanism established in Section 28.4. Under no circumstances shall the employer hire new employees while bargaining unit members on the recall list qualified to perform the duties of vacant positions are ready, willing, and able to be re-employed.

28.7.2 A retrenched member who is reappointed shall carry with him/her full credit for prior years of service. In addition, all other benefits which have accrued shall adhere to the member.

28.7.3 A member recalled shall receive his/her former rate of pay in addition to any wage increases which were applied to his/her position and/or rank during the period he/she was on layoff status. If a member is recalled to a position of lower rank, his/her salary shall be the maximum of the new rank or his/her previous salary, whichever is lower.

28.8 This Article is grievable to arbitration on procedural grounds only.

ARTICLE 29 — COMPENSATION

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

29.2 Definitions

29.2.1 "current base salary rate" - A member's individual biweekly base salary rate (exclusive of longevity) as of the last day of the pay period which precedes a salary increase.

29.2.2 For purposes of determining new salary, "**continuing member**" - An individual who was a member of the bargaining unit on the day preceding the salary increase.

29.3 Provisions consistent with the SEBAC Framework (economic):

A. The salary schedule for contract year 2021 - 2022 shall be as follows:

Admin. Rank	MINIMUM		MAXIMUM	
	Biweekly	Annual	Biweekly	Annual
I	$1,525.50	$39,815	$2,821.43	$73,639
II	$1,932.29	$50,432	$3,341.96	$87,225
III	$2,339.12	$61,051	$3,862.54	$100,812
IV	$2,745.86	$71,666	$4,383.06	$114,397
V	$3,152.68	$82,284	$4,903.65	$127,985
VI	$3,559.48	$92,902	$5,424.19	$141,571
VII	$3,966.28	$103,519	$5,944.75	$155,157

B. All members will receive a one-time special lump sum payment of $2,500, which will be payable as soon as practicable upon General Assembly approval. The effective date and retro date is 3/31/22. This payment will be pro-rated for part-time members.

C. In lieu of the usual method for salary determination, pursuant to SEBAC discussions, each continuing member shall receive a 4.5 percent (4.5%) increase in salary for FY22 effective for the pay period including 7/1/21. Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21, will be eligible for the retroactive payment through their date of departure.

D. The salary schedule for contract year 2022 - 2023 shall be as follows:

Admin. Rank	MINIMUM		MAXIMUM	
	Biweekly	Annual	Biweekly	Annual
I	$1,594.15	$41,607	$2,948.40	$76,953
II	$2,019.25	$52,702	$3,492.35	$91,150
III	$2,444.39	$63,798	$4,036.36	$105,348
IV	$2,869.43	$74,892	$4,580.30	$119,545
V	$3,294.56	$85,988	$5,124.32	$133,744
VI	$3,719.66	$97,083	$5,668.28	$147,942
VII	$4,144.77	$108,178	$6,212.27	$162,140

E. All members will receive a one-time special lump sum payment of $1,000 effective 7/14/22. This payment will be pro-rated for part-time members.

F. In lieu of the usual method for salary determination, pursuant to SEBAC discussions, each continuing member shall receive a 4.5 percent (4.5%) increase in salary for FY23 effective for the pay period including 7/1/22.

G. The salary schedule for contract year 2023 - 2024 shall be as follows:

Admin. Rank	MINIMUM		MAXIMUM	
	Biweekly	Annual	Biweekly	Annual
I	$1,665.89	$43,479	$3,081.08	$80,416
II	$2,110.12	$55,074	$3,649.51	$95,252
III	$2,554.39	$66,669	$4,218.00	$110,089
IV	$2,998.56	$78,262	$4,786.42	$124,925
V	$3,442.82	$89,857	$5,354.92	$139,763
VI	$3,887.05	$101,452	$5,923.36	$154,599
VII	$4,331.29	$113,046	$6,491.83	$169,436

H. In lieu of the usual method for salary determination, pursuant to SEBAC discussions, each continuing member shall receive a 4.5 percent (4.5%) increase in salary for FY24 effective the pay period including 7/1/23.

I. There will be a reopener on wages only during the fourth and final year of the agreement (7/1/24 - 6/30/25).

J. Overpayments or other unauthorized payments may be involuntarily recovered by payroll deduction at a rate not to exceed the rate the overpayment was made, provided: (1) the member has not agreed to a reasonable repayment schedule; (2) there is no outstanding grievance on the matter; and (3) that such recovery rate shall not exceed five percent (5%) of the member's gross biweekly salary.

ARTICLE 30 — FRINGE BENEFITS

30.1 The terms and conditions of employee retirement benefits are contained in a separate agreement between the State and Union which is incorporated herein by reference. Such incorporation shall not be construed so as to impact the terms and conditions of this agreement.

30.2 Individual Retirement Annuities

Members shall have access to payroll deduction for payments to annuities, tax shelter plans or like services, which are available to other University system employees.

30.3 Insurance Provisions

30.3.1 Health Insurance

For the duration of this agreement, the State shall continue in force the health insurance coverage in effect on June 30, 2007, unless modified by the Health Care Cost Containment process or by mutual agreement of the parties, or by coalition bargaining in accordance with CGS 5-278.

30.3.2 Group Life Insurance

The State's group life insurance plan, pursuant to CGS 5–257 shall continue to be available to all members as it was on the date of signing of this Agreement.

In addition, any 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 difference in premium under the terms and conditions governing such purchases under the policy in effect on the date of said insurance purchase.

30.3.3 Long–Term Disability Insurance for ARP Participants

Members who participate in the Alternate Retirement Plan shall be provided, at Board expense, with CSUS group Disability Insurance, including six (6) month elimination, annual benefit increase provisions and monthly annuity premium benefit.

30.4 Longevity Payments

In accordance with SEBAC 2011, no employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided however, any individual hired on or after said date who shall have military service which would count toward longevity under current [July 2011] rules shall be entitled to longevity if they obtain the requisite service in the future.

During the term of this Agreement, semi–annual longevity payments shall be provided to eligible members of the bargaining unit as follows:

(1) April 2018 longevity payments will be made in July 2018.

(2) The increment value for longevity purposes shall be 3.315 percent (3.315%) of the member's base annual salary.

(3) Such semi–annual longevity payments shall be made at the end of the first full pay period in April and October, respectively, of each year. A retiring member shall receive, during the month immediately following retirement, a prorated longevity payment based on the proportion of the six–month period served prior to the effective date of his retirement.

(4) All other rules for calculating and distributing longevity as described in Public Act 67–657 shall continue to apply.

30.5 Payroll Deduction

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

30.6 Unemployment and Disability Compensation

The Workers' Compensation and Unemployment Compensation State and Federal statutes applicable to bargaining unit members shall control.

30.7 Accounting of Benefits

Each member of the bargaining unit shall be provided, upon request, before August 1 with a confidential written accounting as of June 30 of that year giving his/her current status on the following items:

- amount of cumulative annual vacation and sick leave;
- current salary;
- years of credit toward longevity payment;
- years of eligibility for next sabbatic leave;
- termination date for members on term contracts;
- years of credit applicable toward continuing appointment.

Each member of the bargaining unit shall be notified no later than November 15 of the extent to which vacation accruals exceed the maximum permitted.

ARTICLE 31 — RESIGNATION

An administrative faculty member may resign at any time, provided that three (3) weeks written notice is given for members below the rank of VI. For members holding an administrative rank VI or higher, six (6) weeks written notice is required. Failure to give such notice will result in forfeiture of two (2) weeks' pay unless explicitly waived by the University President.

ARTICLE 32 — SUCCESSORSHIP PROVISION

In the event that the Connecticut State University or any of its parts is merged into or with any other unit or system of public higher education during the life of this Agreement, this bargaining unit shall remain distinct and this Agreement in full force.

ARTICLE 33 — MISCELLANEOUS

Except as specified otherwise in this Agreement, prior practices affecting wages, hours, and terms and conditions of employment pursuant to CGS 5–270 to 5–280, the applicable State Personnel Act and written Regulations of the Personnel Policy Board uniformly available to members of the administrative faculty, shall remain in effect and may not be withdrawn or modified except by negotiation and agreement between the parties.

ARTICLE 34 — NO STRIKE/NO LOCKOUT

The Board agrees that there will be no lockout during the term of this Agreement. No strikes shall be caused or sanctioned by SUOAF-AFSCME during the term of this Agreement.

ARTICLE 35 — SCOPE OF AGREEMENT

The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by either party during the life thereof.

ARTICLE 36 — EXTENT AND TERM OF AGREEMENT

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

ARTICLE 37 — ALTERATION OF AGREEMENT

It is hereby agreed that any alteration of this Agreement or modification thereof shall be binding upon the parties only if mutually agreed upon in writing by the parties to this Agreement.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

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.

ARTICLE 38 — DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 2021, and shall remain in full force and effect up to and including the 30th day of June 2025.

ARTICLE 39 — DISTRIBUTION OF AGREEMENT

The Board shall arrange to have this Agreement printed in suitable form and with sufficient copies for distribution to all members of the bargaining unit and Management representatives. Further, the Board will place ten (10) copies in each of the individual University libraries for reference purposes. At the time of initial printing, the Board also agrees to publish a reasonable number of additional copies at the request of the bargaining agent, for which reimbursement at cost will be required from the bargaining agent. The precise format to be used will be the responsibility of the Board of Regents representative and will be in compliance with State requirements for printing and publication.

ARTICLE 40 — SEPARABILITY

40.1 In the event that, notwithstanding the provisions of CGS 5–270 to 5–280, any provision of this Agreement, in whole or in part, is held to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgment shall remain in full force and effect. In that event the parties shall, upon the request of the Board or the Union, commence immediately to negotiate substitute provisions for all such affected provisions.

40.2 Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall take immediate effect upon the enactment of such legislation.

ARTICLE 41 — PROCEDURES FOR FUTURE NEGOTIATIONS

This Agreement shall remain in full force and effect during the period of negotiations or until notice of its termination is provided to the other party. Negotiations for a successor Agreement shall be conducted in accordance with statute except as the parties otherwise agree. In any negotiations, neither party shall have control over the selection of the negotiating representatives of the other party.

ARTICLE 42 — "PEOPLE"

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the State and University harmless from any claim arising as a result of any deduction made pursuant to this Article.

Dated in Hartford, Connecticut this 31st day of October, 2022.

For the Union

Kelly Rommel
Staff Attorney Representative
AFSCME Council 4

Gregg Crerar, President
SUOAF Local 2836

Jon Derman, President
SUOAF BOR Chapter

Lisa Marie Bigelow, President
SUOAF CCSU Chapter

Indira Petoskey, President
SUOAF ECSU Chapter

Robert DeMezzo, President
SUOAF SCSU Chapter

Rebecca Woodward, President
SUOAF WCSU Chapter

For the Board of Regents

Terrence Cheng, President
Connecticut State Colleges and Universities

APPENDIX A

State University Organization of Administrative Faculty
AFSCME, Council 4, Local 2836
Official Grievance Form

This portion is to be completed prior to filing at the appropriate initial Step of the Grievance Procedure, which is: 1 2 3 4

Name of employee(s): _____
_____

Position(s) & rank(s): _____
_____

University(s): _____
_____

Statement of grievance including Contract provisions violated and the date the grievant became aware of the grievance, if applicable. (Attach additional pages if space provided is insufficient.):

Remedy requested:

Signature of employee(s)_____
Date

(This signature authorizes SUOAF-AFSCME, Local 2836, to represent me in the disposition of the grievance.)

Signature of Union Representative: _____
Date

Step 1 – Dean's/Vice President's Level

Date of dean's/vice president's receipt:_____
Date

A meeting was held at this level: ❒ Yes ❒ No

Date of meeting: _____

Dean's/vice president's response (attach additional pages, indicating level of response, if space provided is insufficient):

Date of response: _____

Dean's/vice president's signature: _____

The portion below is to be completed by the employee and/or the Union.

Disposition of grievance: ❒ resolved
❒ not resolved, will be taken to Step 2

Signature of employee(s)_____
Date

Signature of Union Representative: _____
Date

Step 2 – Presidential Level

Date of president's/designee's receipt:_____
Date

A meeting was held at this level: ❒ Yes ❒ No

Date of meeting: _____

President's/designee's response (attach additional pages, indicating level of response, if space provided is insufficient):

Date of response: _____

President's/designee's signature: _____

The portion below is to be completed by the employee and/or the Union.

Disposition of grievance: ❒ resolved

❒ not resolved, will be taken to Step 3

Signature of employee(s)_____

Date

Signature of Union Representative: _____

Step 3 – Board of Trustees Level

Date of Board designee's receipt: _____

Date

A meeting was held at this level: ❒ Yes ❒ No

Date of meeting: _____

Board designee's response (attach additional pages, indicating level of response, if space provided is insufficient):

Date of response: _____

Board designee's signature: _____

Disposition of grievance: ❒ resolved

❒ not resolved, will be taken to arbitration

Signature of employee(s)_____

Date

Signature of Union Representative: _____

Date

APPENDIX B
SUOAF-AFSCME POSITION ACTION REQUEST FORM AND PROCEDURES

Position title & rank:_____
University:_____ Date:_____

Level 1, Day 0 – Univ. Chief Human Resources Officer creates and presents package to Chapter level SUOAF designee for review. Attachments shall include the following items where applicable: (1) a copy of this form; (2) new and former position descriptions; (3) salary, rank, and rationale; and (4) any additional information required.

Initiating president or designee _____
Date presented to univ. SUOAF rep. _____
SUOAF univ. review & recom. by _____
Date of SUOAF university review _____

The above-mentioned package has been forwarded to the Local Union by the university Chief Human Resources Officer. Date: _____

Level 2, Not to exceed 10 working days after receipt – Statewide SUOAF review occurs during this interval. Further negotiation may occur at this level prior to final Union approval. Upon such approval, SUOAF shall return all materials to the initiating University Chief Human Resources Officer or designee.

SUOAF Local Pres./desig.:_____ Date: _____
Disposition at SUOAF Local level: ❒ approve proposed rank & salary
❒ disapprove proposed rank & salary
Comments or recommendations:

Date returned to Univ. Chief Human Resources Officer: _____

Level 3, Not to exceed 10 working days after receipt – Univ. Chief HR Officer brings paperwork to Council on Employee Relations meeting for review. If no further issues arise, the form is signed by and remains with the Chancellor/designee. If significant changes are required, docs. are returned at Level 1. Minor changes may be affected by appropriate phone consultation.

Date considered by CER: _____
Disposition at Council Level: ❒ approve ❒ disapprove
Comments or Recommendations:
Chancellor/desig.:_____ Date: _____

The Univ. Chief Human Resources Officer will provide a signed copy of this form to the SUOAF chapter president.

APPENDIX C
ADMINISTRATIVE FACULTY ANNUAL EVALUATION FORM

Name: _____ Date: _____
Position title & rank: _____

Period covered by evaluation: From _____to_____

An assessment of the administrative faculty member's performance based on his/her established job description is to be given for each of five general areas listed below.

When the **Overall Evaluation** is unsatisfactory or excellent, concluding narrative comments must be provided. In addition, an overall rating of unsatisfactory must be accompanied by written suggestions for improvement. (Human Resources will provide a copy of Unsatisfactory evaluations to the Union per Article 19.5).

Key: Excellent – Superior performance in meeting requirements
Good – Better than average performance in meeting requirements
Satisfactory – Meets requirements
Unsatisfactory – Does not meet requirements

---

1. **Demonstrated knowledge and effective application of professional skills in the field worked** (including knowledge about area of responsibility, competence in handling responsibilities of the position, and ability to make effective decisions and plan effectively).

	Excellent	Good	Satisfactory	Unsatisfactory
The rating for this area is:	❒	❒	❒	❒

Comments (if applicable):

2. Willingness and ability to work constructively with students, University personnel and the general public (including effective communication and ability to act fairly and objectively).

	Excellent	Good	Satisfactory	Unsatisfactory
The rating for this area is:	❒	❒	❒	❒

Comments (if applicable):

3. Quality of participation and professional judgment in University and/or systemwide activities including committee work and/or advisory service to students and professional colleagues, and similar contributions.

	Excellent	Good	Satisfactory	Unsatisfactory
The rating for this area is:	❒	❒	❒	❒

Comments (if applicable):

4. Activities demonstrating professional growth and achievement (including improvement of knowledge and competence, remaining current and active in area worked. Acceptance of constructive criticism and suggestions and changing performance methods or techniques when essential to the position.).

	Excellent	Good	Satisfactory	Unsatisfactory
The rating for this area is:	❒	❒	❒	❒

Comments (if applicable):

5. Promise of continued professional growth.

	Excellent	Good	Satisfactory	Unsatisfactory
The rating for this area is:	❒	❒	❒	❒

Comments (if applicable):

The overall performance assessment for the evaluation period is:

Excellent	Good	Satisfactory	Unsatisfactory
❒	❒	❒	❒

Comments (if applicable, Excellent must include narrative statement. Unsatisfactory must include narrative statement and suggestions for improvement.)

Recommended for renewal (if applicable): ❒ Yes ❒ No

Prior to award of continuing appointment, positive evaluations do not ensure renewal of appointment.

Recommended for continuing appointment: ❒ Yes ❒ No

Prepared by (evaluator) _____ Date _____

1st level of Management (outside of the bargaining unit):

_____ Date _____

Comments (if any)_____

_____

Acknowledged by (evaluee)_____Date _____

Provost/VP/AVP/Chief_____ Date _____

_____Date _____

APPENDIX D
FLSA AGREEMENT
SUOAF-AFSCME AND CSU-BOT

1. Bargaining Unit employees who are classified as non-exempt under FLSA and who work more than 40 hours in a work week shall be paid at time and one-half their regular rate for all hours actually worked over 40, or, in limited circumstances described hereafter, shall accumulate compensatory time at the rate of time and one-half for all hours worked over 40 in a work week. The limited circumstances referenced above shall be those where the employer and the union agree in writing that a particular case warrants an exception because of the unique nature of the overtime assignment.

2. Employees who are classified non-exempt shall be paid for hours worked between 35 and 40 in a work week at straight time if, and only if, they are otherwise eligible for premium pay or compensatory time for hours worked over 40 in that workweek, as described in Paragraph 1.

3. As used herein, the words 'regular rate', 'hours worked', and 'work week' shall have the specialized meaning accorded them under the FLSA. For example, 'hours worked' does not include paid time off.

4. Compensatory time accrued under Paragraph 1 for non-exempt employees shall be accrued in accordance with the requirements of FLSA. Currently, the maximum accrual is 240 hours and any time that would exceed that maximum must be paid out at the time and one-half premium rate. Similarly, FLSA currently requires non-exempt employees to be paid for any accrued compensatory time earned under Paragraph 1 upon termination of employment.

5. Each member working in a job classified as non-exempt shall receive and sign the attached letter of notification of non-exempt status. Future changes to member exemption status will be communicated to the member as they occur.

6. To the extent that Sections 16.2, 16.5, and 24.3.3 of the Collective Bargaining Agreement are in conflict with this Agreement then this Agreement shall prevail.

7. To the extent required by law, this agreement will be submitted to the General Assembly along with a supersedence appendix.

8. The terms of this agreement shall be incorporated into the next Collective Bargaining Agreement.

In witness whereof, the parties have affixed their signature as duly authorized collective bargaining agents.

for CSU BOT:

_/Yvette Melendez Thiesfield
Yvette Melendez Thiesfield
10/20/05

for SUOAF – AFSCME:

_/James W. LoMonaco
James W. LoMonaco
10/20/05

APPENDIX E
CLASSIFICATION AND COMPENSATION PROGRAM

The parties agree to mutually select an expert in the field of classification and compensation to conduct an assessment of the classification and compensation program contained in this agreement. Such assessment shall be for the purpose of ascertaining the utility and effectiveness of the existing program and offering suggestions for improvements in both substance and process in an effort to implement best practices. Any revisions to the classification and compensation program shall require mutual agreement with a target implementation date of July 1, 2018. Half of the cost of the expert will be deducted from the professional development money that was formerly allocated for merit with a lifetime maximum of $20,000.00. Normal processes will continue until an alternate agreed upon process has come into effect.

APPENDIX F

This Collective Bargaining Agreement was negotiated by the parties with agreement reached on March 1, 2022, and was approved by the legislature on April 22, 2022, pursuant to Connecticut General Statutes Section 5-278.

Negotiators for the Board

Fred Cratty, Chief Negotiator, WCSU Chief HR Officer
Benjamin Barnes, CSCU Chief Financial Officer
Joseph Tolisano, CSCU Chief Information Officer
Charlene Casamento, CCSU Chief Financial Officer
Anna Suski-Lenczewski, CCSU Chief HR Officer
Ken DeLisa, ECSU VP for IA & Chief HR Officer
Mark Rozewski, SCSU Exec VP for Finance & Admin
Missy Alexander, WCSU Provost & VP for Academic Affairs

Negotiators for SUOAF-AFSCME

Kelly Rommel, Chief Negotiator
Gregg Crerar, Local 2836 President
Jon Derman, BOR Chapter President
Angelo DeCarlo, BOR Chapter Negotiator
Lisa Marie Bigelow, CCSU Chapter President
Justine Gamache, CCSU Chapter Negotiator
Indira Petosky, ECSU Chapter President
Chris Ambrosio, ECSU Chapter Negotiator
Dave Mariasi, ECSU Chapter Negotiator
Robert DeMezzo, SCSU Chapter President
Chris Piscitelli, SCSU Chapter Negotiator
Rebecca Woodward, WCSU Chapter President
John Murphy, WCSU Chapter Negotiator

Index

Topic	Page	(Article)
Abandon employment	43	(20.3.2)
Academic Freedom	14	(8)
allegations	14	(8.3.1)
free from discipline	42	(20.1)
panel	14	(8.2)
procedure	14	(8.3)
Additional duty pay	20	(10.6)
Administrator I/Trainee	17	(10.2.1)
Administrator I/Working Level	17	(10.2.2)
Adoption Leave	62	(26.2)
Annuity plans	71	(30.2)
Arbitration		
evaluations	41	(19.5)
disciplinary grievance	43	(20.4)
grievance process	46	(21.4)
retrenchment	64	(28)
Appointment letter	22	(12.1)
Benefits, accounting	73	(30.7)
Board of Regents		
Rights and Responsibilities	8	(4)
Bump-back	66	(28.4)
Chancellor	2	(1.2.1 & 1.2.3)
Chancellor vacancy	16	(9.3)
Chief Human Resources Officer	2	(1.3.1)
Child-rearing leave	61	(25.2)
Closing early, delayed opening	36	(17.6)
Collective bargaining	9	(5.2)
Collegial governance	16	(9.2)
Compensation	68	(29)
Compensatory Time	29	(16.2)
Computer		
creation of software	9	(5.3)
use by Union	9	(5.3.1)
use for private academic research	63	(27.2)
use for private business prohibited	63	(27.2.1)
use for word processing	63	(27.2.2)
use for manuscripts	63	(27.2.2)

Index

Topic	Page	(Article)
Continuing Appointment	26	(15)
eligibility	26	(15.2)
qualifications	27	(15.3)
Continuity of full-time service	26	(15.2)
Contract Year	3	(1.7.1)
work year	29	(16.1)
Course Privileges	49	(22.2)
Court Leave	59	(24.6)
Definitions	2	(1)
Disability insurance, ARP participants	71	(30.3.3)
Discipline	42	(20)
Discrimination		
because of activities	6	(3.1)
because of membership	9	(5.1)
Dues (union)	11	(6)
Early retirement	65	(28.2)
Emeritus status	28	(15.8)
course privileges	49	(22.2.2)
Evaluation		
form	84	(App. C)
procedures	40	(19.3)
not a reprimand	43	(20.3.1)
schedule	41	(19.4)
Exemptions from bargaining unit	5	(2)
Facilities		
use of	9	(5.3)
parking	35	(17.4)
access to workplace	35	(17.5)
computer	63	(27.2)
Family and Medical Leave	61	(25.1)
Fees (union)	11	(6)
Finance, Administration and		
Development Committee (FAD)	10	(5.5)
Financial Crisis	64	(28.1)
Flexible Work Schedule	33	(16.7)
FLSA Agreement	88	(App. D)
Gender and Number	4	(1.9.1)

Index

Topic	Page	(Article)
Grant-funded appointments	23	(13.1.1)
not eligible for continuing appointment	27	(15.2.3)
temporary position	23	(13.1)
Grievance procedure	44	(21)
grievance	44	(21.2.1)
grievant	44	(21.2.3)
grievance form procedures	45	(21.3.1)
grievance form	78	(App. A)
preparation of grievances	45	(21.3.3)
time limits	45	(21.3.5)
steps	46	(21.4)
Health and safety rules and regulations	35	(17.3)
Health insurance	71	(30.3.1)
Holidays	57	(24.3)
work on a holiday	57	(24.3.3)
Individual retirement annuities (IRA)	71	(30.2)
Information to administer Agreement	9	(5.2)
In-rank adjustment	19	(10.5.2)
Insurance Provisions	71	(30.3)
Internal job posting	18	(10.4.1)
Interviews, investigation for discipline	42	(20.2)
Job description	17	(10.1)
qualifications on job description	22	(12.2)
Job opportunities	18	(10.4.1)
Keys	35	(17.5)
Layoff	66	(28.5)
rehiring members laid off	67	(28.7)
Leaves of absence without pay	61	(25)
grieving decision	44	(21.2.2)
Letter of appointment	22	(12.1)
Licensing Fees	50	(22.5)
Life insurance (group)	71	(30.3.2)
Longevity payments	72	(30.4)
Long-term Disability Insurance (ARP)	71	(30.3.3)

Index

Topic	Page	(Article)
Management	2	(1.3)
Management Rights	8	(4)
Maternity Leave	62	(26.1)
Medical certificate	54	(24.2.8)
ill while on vacation	54	(24.2.6)
Meetings		
management with individual members	5	(2)
chapter officers and university president	10	(5.6)
prior to disciplinary action	42	(20.3)
Meetings of SUOAF-AFSCME	12	(7.1)
scheduling	12	(7.1.2)
released time	12	(7.2)
leave	13	(7.3)
Members of SUOAF-AFSCME	3	(1.6)
Memberships	49	(22.3)
Mergers		
of institutions for financial crisis	64	(28.1)
continuation of this Agreement	73	(32)
Mileage reimbursement	51	(23.3)
Minority Recruitment and Mentoring Committee	6	(3.2)
Negotiators, list of	90	(App. F)
Non-Discrimination	6	(3)
during retrenchment	64	(28.1.1)
Non-renewal	25	(14.2)
Notice of layoff	66	(28.5)
Organizational Memberships	49	(22.3)
Outside Employment	30	(16.5)
Overpayments	70	(29.3 J)
Parking		
for union employees	10	(5.4)
for members	35	(17.4)
Pension plan	71	(30.1)

Index

Topic	Page	(Article)
Personal Leave	52	(24.1)
grieving decision	44	(21.2.2)
Personnel Files	37	(18)
Position	17	(10.1)
establish new position	19	(10.5)
Position Action Request form	83	(App. B)
President	2	(1.2.2 & 1.2.3)
President vacancy	16	(9.3)
Prior practices	73	(33)
Professional activities		
academic freedom	14	(8)
campus participation	16	(9.2)
short-term leaves	59	(24.5)
Professional Development Funds	50	(22.6)
Promoted to Management/Conf. Prof	28	(15.6)
Promotion	18	(10.4)
salary adjustment	19	(10.5.1)
Reclassification	18	(10.4)
filled position (reclassify)	19	(10.5)
salary adjustment	19	(10.5.1)
Reprimand (written)	42	(20.1)
Resignation		
ending continuing appointment	26	(15.1)
notice	73	(31)
unused compensatory time	29	(16.2)
unused vacation time	58	(24.4.3)
Retraining	65	(28.2)
Retention bonus	19	(10.5.3)
Retirement		
accrued sick leave	53	(24.2.4)
longevity payment	72	(30.4)
unused compensatory time	29	(16.2)
unused vacation time	58	(24.4.3)
Retrenchment	64	(28)
Rights and Responsibilities		
Board of Regents	8	(4)
SUOAF-AFSCME	9	(5)

Index

Topic	Page	(Article)
Sabbatic Leaves	59	(24.8)
grieving decisions	44	(21.2.2)
retrenchment	65	(28.2)
salary	60	(24.8)
Salaries, maximum and minimum	68	(29.3)
determination for 2021-2022	68	(29.3 C)
determination for 2022-2023	69	(29.3 F)
determination for 2023-2024	69	(29.3 H)
determination for 2024-2025	69	(29.3 I)
Schedule changes	29	(16.3)
Search committee	21	(11.3)
Seniority, bump-back	66	(28.4)
Seventh year	26	(15.2)
Short-term leaves		
conferences, etc.	59	(24.5)
military leave	59	(24.7)
Sick leave	52	(24.2)
illness resulting from pregnancy	62	(26.1)
Sick Leave Bank	55	(24.2.10)
committee	55	(24.2.10.2)
Special Projects	30	(16.4)
Supervisor Change	36	(17.7)
Tax shelter plans	71	(30.2)
Telecommuting	31	(16.6)
Occasional Remote Work	32	(16.6.3)
Temporary Appointments	23	(13.1)
non-renewal	23	(13.1.3)
years of service	23	(13.1.4)
Temporary employee	23	(13.1)
Ten-month employees	29	(16.1)
Ten (10) Month Year	3	(1.7.4)
Tenure (continuing appointment)	26	(15.1)
transfer from instructional faculty with	28	(15.7)

Index

Topic	Page	(Article)
Term Appointments	24	(13.2)
leave of absence	26	(15.2.1)
non-renewal	25	(14.2)
years of service	24	(13.2.2)
Transfer of benefits	60	(24.9)
Transferred from instructional faculty	28	(15.7)
Travel	51	(23)
Tuition waiver (Course Privileges)	49	(22.2)
Twelve (12) Month Year	3	(1.7.3)
University's services and facilities	9	(5.3)
Vacancies	21	(11)
Vacations	58	(24.4)
unused vacation time	58	(24.4.3)
Work year	29	(16.1)
Ten (10) Month Year	3	(1.7.4)
Twelve (12) Month Year	3	(1.7.3)
Workshop, etc	50	(22.4)
Weather (closing, delays)	36	(17.6)
Years of Service	4	(1.8)
after retrenchment	67	(28.7.2)

Board of Regents for Higher Education
Connecticut State Colleges & Universities
61 Woodland Street
Hartford, CT 06105