

4Cs Bargaining Committee Proposal 5/20/21

PRINCIPAL BARGAINING UNIT

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Red = new proposed language

1. New Article: Academic Governance, Union Consultation, & Grievance Rights

We believe in the bedrock principle of shared governance where faculty, staff, and students have the right and responsibility to actively participate and contribute in substantive ways to College operations, policies, and decision-making. We are committed to engaging in transparent communication among all constituents where conversations, informed debates, and varying perspectives are heard, considered, and discussed in open, honest, and mutual forums.

Through shared governance, and internal college structures, faculty at the twelve community colleges have responsibility for the academic quality of the curriculum, including its development, implementation, currency and relevance, as well as for the assessment of student learning.

The union shall have the right to consult and be consulted on academic governance matters excluded from the scope of collective bargaining. If the administration withdraws any matter from the responsibility of college academic governance, the matter shall be within the scope of collective bargaining and subject on procedural grounds to grievance/arbitration. No member will be penalized for participation in college governance.

2. Bargaining for the Common Good proposals (add language) –

The CSCU will refrain from collaborating with ICE, insist ICE produce a valid warrant before entering college premises, not impose additional requirements for work authorization, and refuse to participate with any federal worker registry.

Free College Transportation. Community Colleges will establish a program of free bus and/or train passes for low-income students. The colleges, in partnership with our union and other community allies can pressure state and local transit districts to keep the cost down.

Living Wage for All. BOR must not pay poverty wages to anyone. A \$20/hour wage floor across the CSCU system for all employees and employees of university contractors, including student workers.

Tuition Free Community College. All Connecticut residents, regardless of their citizenship status, must be granted an exemption from tuition and fees by the BOR.

Reduce Childcare Cost. CSCU will no longer contract out childcare center operations, will reduce waiting lists at our childcare centers, and bring the costs of childcare to no more than 10% of the state's median costs. Childcare centers on all CSCU colleges should be centers for learning operated in collaboration with educational programs at each institution

Green Spaces on Campus. CSCU will create a plan to provide adequate green space for student physical activity, and to support the costs of establishing Community Gardens on our campuses. This is a perfect complement to the Food Pantry operations and federal SNAP grants at many colleges.

Not less than 75 percent of instruction at public institutions of higher education in the Connecticut State Colleges and Universities is provided by tenure-track or tenured faculty. Provide assurances that public institutions of higher education in the State make it a priority to hire from the existing adjunct, contract, contingent, and non-tenure track or tenured faculty pool for tenure-track or tenured faculty positions.

3. Article II, Section 2 Nondiscrimination, 2nd sentence (modify) – JOINT PROPOSAL

“The Board and the Congress agree not to discriminate against bargaining unit members based upon membership or fee-paying status in any union representing employees of the Board of Regents.”

4. Article IV, Section 1 Use of Facilities (add and modify language) – JOINT PROPOSAL

The Congress will be afforded time at orientations and professional days.

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

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

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

The Congress may use the college internal mail and email services and professional staff mailboxes for purposes of communication, subject to the establishment by the President of standard procedures for general distribution. Email between the Congress and its members and vice versa shall be considered privileged communication. The employer shall not record union business or review emails to or from the union office or its staff or leadership. The Congress may post dated official notices and communications on suitable bulletin boards

designated by the President of the college. The Congress will establish and publicize to unit members a toll-free telephone number for use when it is needed for union business.”

5. Article IV, Section 4: Meetings of the Board (add language) – JOINT PROPOSAL

The Board shall publish all their full board, and committee, and subcommittee meetings live and on demand on the internet.

6. Article IV, Section 5: Position Vacancies (from side letter pg 89) – JOINT PROPOSAL

Notice of full-time position vacancies within the unit at any college or region across CSU or at the System Office will be provided to the union. The notices will provide a general description of the duties, minimum qualifications, and starting salary.

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

[Remove Position Vacancies side letter]

7. Article IV, Section 6: Notice to Chapter Chairs of New Bargaining Unit Hires (modify language) – JOINT PROPOSAL, however, some modification. AFSCME has stewards, not Chapter Chairs.

Within 30 days of hiring, names, addresses, job position, and work email of new hires shall be reported to the union office and provided by local College management to chapter chairs at each college. Complete lists of all bargaining unit members, including aforementioned information, will be provided to the union office on a monthly basis.

~~Names and addresses of new hires will be provided to Chapter presidents/chairs on a quarterly basis. The Faculty Workload Report, SWRX112, or its equivalent, will be provided to the bargaining unit as reasonably available.~~

8. Article IV Rights of Congress (add language) – JOINT PROPOSAL

Non-bargaining unit employees shall not perform bargaining unit work so as to terminate or replace bargaining unit employees or positions, except for temporary unforeseen emergencies.

9. Article IV, Section 2: Chapter Meetings (add language) – JOINT PROPOSAL

For one or two person departments, coverage can be sought from another department to facilitate members attending a union meeting.

10. Article VI: Academic Freedom Panel (add language)

Each college shall establish an academic freedom panel to address matters of academic freedom. Within thirty (30) days of the effective date of this Agreement, the President/CEO and Congress shall each name two (2) representatives to act on academic freedom matters at each college. The four representatives at each college shall constitute the Academic Freedom Panel.

Allegations of violation of academic freedom shall be framed with reasonable particularity, signed, and dated by the complainant and further indicate whether the complainant or the Congress shall represent the complainant. Allegations of violation of academic freedom shall be filed with the faculty members, one of whom may be a part time lecturer, of the Academic Freedom Panel within thirty (30) days of the incident giving rise to the allegation. The college panel members shall provide copies of the allegations and attachments to persons named as respondents to the complaint. Any additional materials submitted by either side at any stage of the complaint must also be provided to the opposing side at the time submitted. The Panel shall mediate and investigate the complaint 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 shall 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 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 Congress President and the BOR President or designee who shall also obtain a copy of the findings and any recommendation.

Academic Freedom is the freedom of academic disciplines and interdisciplinary academic communities to determine the criteria for production and evaluation of academic work in the fields.

When the above time limits fall within intersession, during weeks when classes are not in Session, or outside the member's work year, an initial written request for extension by the complainants, the Panel, or the respondents, if any, shall be granted automatically for up to four (4) weeks or until classes have been in session two (2) weeks, whichever occurs first.

All members, when teaching, shall have professional freedom to conduct their courses, which derives from the collective professional responsibility of informed educators with appropriate disciplinary expertise to determine what counts as knowledge in their respective disciplinary and interdisciplinary fields and how such knowledge should be disseminated in the classroom and beyond.

11. Article VII, Section 2, C(2): Level Two (modify language) – JOINT PROPOSAL

If the grievance is not resolved at Level One or the written decision of the President or his/her/their designee is not rendered within the time specified, the grievant may then appeal the grievance to the President of the Connecticut State Colleges and Universities but, if he/she chooses to appeal to the President of the Connecticut State Colleges and Universities, the grievance shall be filed within ~~ten (10) calendar~~ **fourteen (14) business days** of the receipt of the President's or his/her designee's answer or within ~~ten (10) calendar~~ **fourteen (14) business** days after the end of the time specified in Level One for said answer.

12. Article VII (modify language) – JOINT PROPOSAL

~~Calendar days~~ **Business days.**

13. Article VIII B. Digital Professional Files (add language) – JOINT PROPOSAL

In addition to the physical professional file, each college in the Connecticut Community College System shall produce and maintain a digital copy of professional staff's professional file. This digital copy shall be the professional staff's (Faculty, CCP, EA and PTL) digital file.

Subject to the provisions specified hereinafter, the CEO of the college shall be responsible for the confidentiality, control, and content of the digital professional files. The foregoing shall not be interpreted to override applicable law with regard to disclosure.

The digital file shall include only PDF copies of those documents that appear in the physical professional file. However, the professional staff member shall have the right to submit digital documents of varied format into their digital file. The digital file is a replica of the physical file and identical in composition and order and will include the index page.

A professional staff member who applies for Promotion and/or Tenure may submit all required, evaluative material in a digital format for inclusion in their file. The professional staff member may also request, at any time thereafter, and at no expense to them, that physical copies of all digital file documents be made and submitted into their physical professional file. The CEO of the college shall not unreasonably deny this request. Denials must be in writing with justification for the denial along with a date when the request will be honored.

When a professional staff member applies for Promotion and/or Tenure, a link to the digital professional file will be made available to the respective, evaluating committee members. However, Promotion and/or Tenure committee members may not be denied access to the physical professional file during their service on their respective committee.

While it is the responsibility of the CEO of the college to secure and control professional staff digital files, each college in the Connecticut Community College System shall establish an ad-hoc committee to periodically review and make recommendations to the CEO of the college about the digital file processes.

14. Article IX, Section 1 (modify and add language) – JOINT PROPOSAL

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

A special appointment is an appointment to the position of lecturer or educational assistant which creates an interest in employment for a specified term of one (1) year or less at a college. Such an appointment does not require notice of nonreappointment and is not subject to Section 3 herein below. Completed service while on a special appointment ~~may counts~~ toward tenure and/or promotion. An individual in the bargaining unit shall not normally be employed on a special appointment for more than three (3) years, provided that this limitation shall not apply to positions funded by external funds such as government or private grant or contract, except that the non-reappointment of said individual for reasons other than the loss or reduction of said funding shall be governed by the appropriate provisions of this Article.

Employees serving on special appointment shall receive interviews for any tenure-track openings for which they are qualified.

The hiring and placement of full time Faculty or CCP in a special appointment is allowable only in emergency circumstances where the reason is presented to the union and a waiver of the article is requested.

15. Article IX, Section 4B (add language) – JOINT PROPOSAL

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

16. Article IX, Section 4B.2 (modify language) – Process is different for AFSCME

A college-wide Tenure Committee shall be formed at each college consisting of four tenured bargaining unit members -two teaching members and two non teaching members – elected by the bargaining unit members, and two members of the Administration selected by the President. The Tenure Committee shall review all evaluative material in the candidate’s file generated since her/his original appointment to the college, and the recommendations of the supervisor.

17. Article IX, Section 4B.4 (modify language) – JOINT PROPOSAL

By March 1st 15th, the Tenure Committee may recommend to the President/CEO that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued. The Tenure Committee shall inform each candidate for tenure, in writing, of the recommendation made.

18. Article IX, Section 4B.9 (modify language) – JOINT PROPOSAL

Tenure, once granted, is portable and remains with the member regardless of location of subsequent assignments. ~~for involuntary transfers. If transfer is voluntary, tenure shall be included in the decision to hire within a similar position.~~

19. Article IX, Section 4B.10 (add language) – JOINT PROPOSAL

For employees who may not work exclusively at one college or are supervised by management other than at their home college, applications for tenure and promotion shall be submitted and processed by their last assigned college consistent with the standards and procedures for tenure and promotion agreed to by the parties in their collective bargaining agreement.

20. Article XI, Section 2 (3) (modify and add language)

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

The bargaining member shall be held harmless if they are not evaluated according to the outlined schedule.

21. Article XII, Section 5 (modify and add language) – JOINT PROPOSAL

The following procedures shall govern consideration for promotion at the college level. The President/CEO or their designee is responsible for ensuring that the procedures are followed.

At each college there shall be one Promotion Committee comprised of up to six (6) bargaining unit members. The committee should include three (3) unit members from the teaching faculty and three (3) community college professionals in the bargaining unit. Committee members shall be elected by the members of the bargaining unit. The committee will consist of tenured members of the bargaining unit, if possible, or if not possible, bargaining unit members who have completed at least three years of service. Members of the committee shall serve two-year terms.

~~At each college there shall be one Promotion Committee comprised of four (4) bargaining unit members appointed by their respective union and two (2) members of the Administration appointed by the President or his/her designee of the respective college in which the promotion is being considered.~~

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

22. Article XIII, Section 1 (modify language) JOINT PROPOSAL with AFSCME

23. Article XV Section 3 (modify language) – JOINT PROPOSAL

Tenure is portable and shall be preserved for voluntary and involuntary transfers. No employee will lose tenure, rank, or pay if they are transferred from one college in the CSCU system to another.

Section 3. Tenure

~~In the event of an involuntary transfer to one college to another, the employee shall retain his/her tenure. If a transfer is voluntary, tenure will not normally be made with tenure. However, on a case by case basis, at the discretion of the President of the receiving college, tenure may be preserved. The President's decision is final and shall not be subject to grievance or arbitration.~~

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

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

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

24. Article XVI (modify language) – **JOINT PROPOSAL**

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

25. Article XVI Section 2B (modify language)

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

26. Article XVIII (modify/add language) – **JOINT PROPOSAL**

Section 1. Full-Time Leave for Professional Development

~~A.~~ Preamble

~~Professional development funds are made available to reimburse employees for approved activities that relate to the bargaining unit member's responsibilities at the college. The following are examples that may be appropriate for approval:~~

- ~~— Tuition and fees for coursework relevant to the member's employment;~~
- ~~— Conference, seminar and workshop fees relevant to the member's employment;~~
- ~~— Professional society membership relevant to the member's employment;~~
- ~~— Travel related to the above.~~

B. A Eligibility and Conditions

~~C. B~~ Rights

~~D. C~~ Professional Development Committee

~~At each of the non-merged colleges, the Sabbatical Leave Committee shall also serve as a Professional Development Committee. At each merged college, the Congress subcommittee for Sabbatical Leave shall serve as the Professional Development Committee.~~ **Professional development committee shall be composed of six bargaining unit members who serve two-year terms. Three shall be three CCP and three Faculty. Members of the part-time bargaining unit are eligible for inclusion.** The operation of the Professional Development Committee shall be subject to the supervision of the President or his/her designee.

€.D Procedure

Section 4. Professional Development (New Section / moved from Section 1)

Professional development funds are made available to reimburse employees for approved activities that relate to the bargaining unit member's responsibilities at the college. The following are examples that may be appropriate for approval:

- Tuition and fees for coursework relevant to the member's employment;
- Conference, seminar and workshop fees relevant to the member's employment;
- Professional society membership relevant to the member's employment;
- Travel related to the above.
- Research and writing in the discipline in which the member is a subject matter expert.

Composition of the Professional Development Committee is specified in Section 1 (D).

The committee shall make a recommendation to the President/CEO addressing the proportion of PD funds to be used by bargaining unit members. The committee shall also review the PD applications for bargaining unit members and make a recommendation as to whether to approve the PD request or not. The recommendations of the committee are advisory to the President/CEO whose decision is final.

27. Article XVIII - Attendance and Training at College Directed Events (new language) – JOINT PROPOSAL

Attendance at institution-required professional meetings, conferences, training or other such events, will be paid by college funds.

28. Article XX Section 1B (modify language) – JOINT PROPOSAL

Each year, all nonteaching professional staff members shall be granted time off with pay for the following 12 holidays: New Year's Day, Independence Day, Martin Luther King Day, Labor Day, Lincoln's Birthday, Indigenous Peoples Day, Washington's Birthday, Veteran's Day, Good Friday Day of Reflection, Thanksgiving Day, Memorial Day, Christmas Day [See side letter Re: Day After Thanksgiving.)

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

29. Article XXI Section 7 (modify language) – JOINT PROPOSAL

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

30. Article XXI Section 8 / Part-time Agreement Article XV.D] (modify language) – JOINT PROPOSAL

In addition to the waiver of tuition and fees permitted under Chapter 185b, Section 10a-77 of the Connecticut General Statutes, the Board shall waive all tuition and fees for all credit, non-credit, and extension courses, (including but not limited to application, program enrollment, college service, lab, materials, transportation, and student activity fees) for full time and part time bargaining unit members, emeriti, and their spouses and dependent children at all colleges and universities in the CSCU system.

31. Article XXII Section D (modify/add items) – **JOINT PROPOSAL**

Subject to the provisions of Article XXIII, the committee ~~shall~~ **may** discuss:

- (8) working collaboratively for funding for the community colleges;
- (9) establishing gender neutral bathrooms at each college;
- (10) expanding tuition free higher education to part-time and undocumented students;
- (11) faculty and staff diversity – hiring practices, compensation, and retention
- (12) privacy and telework
- (13) issues that may become necessary in order to increase communication between bargaining unit members and management to decrease tension and resolve issues that provide mutual benefits.

32. Miscellaneous Language Cleanups in Principal Agreement/Substitute Contemporary terminology:

- ACLs should be changed to CCPs
- President should be changed to President/CEO
- Replace sexual orientation with sexuality.
- Remove his/her and he/she and replace with they, theirs and them.

AGREEMENT FOR PART-TIME EMPLOYEES

33. Incorporate Agreement for Part-Time Employees into the Principal Bargaining Unit Contract

34. Part-Time - Add Preamble (new)

The Union and the Board value and respect the role of the part time faculty and professional staff covered by this agreement as essential contributors to the community colleges. Our relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for our students.

We believe in effective communication, mutual respect, and meaningful involvement of part time faculty and professional staff in working towards this common objective. The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise.

Bargaining unit members are expected to meet the same standards as all other professionals. The BOR and Union agree then, it follows, that the same value shall be placed on work done by part-time non tenure track or full-time tenure track members. This value will be reflected in the agreement's compensation article where equal pay for equal work is the goal to achieve during the life of this agreement.

A 75% standard for courses taught by secure, fairly compensated, full-time faculty is stated in this agreement, in accreditation standards, and in federal regulations. The Union and Board agree to prioritize and facilitate a plan to achieve this goal during the life of this agreement.

35. Part-Time Appointments – Adjuncts

Adjunct faculty who have been offered and/or have taught eight [8] semesters without a break and who are appointed for 9th semester will receive an appointment for a renewable full academic year rather than semester assignments.

36. Part-Time Appointments – EAs

EA appointment periods are for the full academic year. Waiver of this provision can be discussed with the union and approval not unreasonably denied. In no case will year-long appointments be agreed to that create an unpaid gap between semesters.

37. Part-Time Participation in Orientations and Compensation

Part-time professionals will be oriented into the logistical procedures in their departments/college that are necessary to do their jobs. Orientation will be conducted at meetings scheduled at multiple times such that they will be convenient for all members to attend. All new hires will be informed of such meetings at least two (2) weeks in advance. Members who participate in such meetings will be paid \$300 for their time and will be so informed in advance.

38. Part-Time Notice of Course Schedule

Adjunct faculty will be made aware of the course schedule for the entire department, for each department in which they teach, on an on-going basis.

39. Part-Time Class Cancellation or Reassignment

Members shall be notified of class cancellations before classes begin. If a class scheduled to be taught by a part-time member is cancelled or reassigned for any reason within seven (7) days prior to the beginning of the first day of classes or from date when syllabi are posted for release to remote students, the part-time member shall be paid the sum of five hundred dollars (\$500).

40. Part-Time Participation in Departmental Meetings and Activities

Adjunct Faculty and Educational Assistants shall be invited, where appropriate, to attend departmental meetings and activities, shall be included in departmental committees and shall be included in departmental and college-wide activities. Part-time professionals at meetings shall not be excluded from decision-making within those meetings.

41. Transition to Full-time Tenure Track Positions

Parties agree that at least 75% of courses be taught by tenure track faculty. Each May during the life of this Agreement, the Board shall provide the union with a report on each college's ratio of tenure track to

non-tenure track assignments. The Board will prioritize and facilitate a transition of current part time employees into new tenure track positions created to meet the 75% standard.

A part-time bargaining unit member who is interested in full-time employment and qualified to perform the job duties of positions in their own or other department at the colleges shall, commencing with their third consecutive annual or fifth semester appointment, submit a *candidate summary for full-time employment* form. An internal search open only to these experienced, qualified, and interested current employees will be done and must result in the offer of the position to one of these candidates.

Adjunct faculty or EA who applies for a full-time position and is not selected may request a joint meeting with the Department Chair or Program Director, and a representative of Human Resources to get constructive feedback about the relative merits of their application for the full-time position.

42. Part-Time Evaluation

In order to assess teaching effectiveness, the Department Chair, Coordinator or designee may observe a class of the part-time faculty member being reviewed one (1) time per year. The date and time of the classroom observation shall be decided in advance by mutual agreement between the Department Chair, Coordinator or designee and the part-time faculty member. The Department Chair, Coordinator or designee shall write a summary of any classroom visit and meet with the part-time faculty members in order to provide a copy of the written summary and review their observations. The part-time faculty member may request an additional classroom observation by a different member of the faculty, such request shall not be unreasonably denied. The faculty member is free to add his/her own comments about the observation summary. Such summary by the Department Chair, Director, Coordinator or designee, as well as any comments by the faculty member, shall become part of the faculty member's professional personnel file maintained by the college.

Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.

43. EA Seniority Pool

Part-time professional staff enter into a seniority pool after working six [6] semesters. Pool members must be re-appointed prior to non-pool employees. The office, program, or department functions as the "discipline" in a manner similar to the seniority pool for lecturers.

44. Part-Time Summer Class Sessions count towards Seniority Pool

Class sections taught by part-time professional staff accumulate toward the 18-credit seniority teaching minimum for the adjunct faculty pool.

45. Article VII - Job Security for Part-time Lecturers (modify language)

1. Once a part-time lecturer is placed in the pool, ~~she/he~~ **they** shall remain in the pool unless and until ~~he/she~~ **they** received an unsatisfactory evaluation. ~~Receipt of an unsatisfactory evaluation shall result in immediate removal from the pool.~~ **Unsatisfactory evaluation date and member name must be sent to union concurrently with its placement in the professional file held by the college. Removal from the pool is not a bar to further appointments. Improvement plan and subsequent re-evaluation can**

result in return to pool. All members who are in the pool prior to the execution of this CBA shall remain in the pool.

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

Course assignments will be offered to PTL pool members prior to the same offer being made to a retired member seeking to be re-hired.

46. Part-Time Lecturers Pool Process

End of semester draft eligibility list is System Office (SO) generated (includes AFT).

Draft list is forwarded to:

- Colleges for evaluation status and explanation of any other removal criteria
- Department chair, or appropriate designee, to validate disciplines and ensure accurate skill sets.

Eligible PTL members without evaluation on record at time of draft list preparation will not be excluded from inclusion in list.

Colleges forward completed draft to 4Cs union office.

End of semester list forwarded to 4Cs to complete member data:

Eligible PTL member is sent self-registration form for the following:

- Proper course discipline(s)
- distance learning information.
- contact information updates.

4Cs merges college and discipline information into final list and returns to SO.

SO performs final list review and distributes compiled list to colleges for course assignment.

47. Part-Time Access to Sick Leave

Part-time professionals can contribute to and access the sick leave bank.

48. Part-Time Docking of Pay for Missing Classes

No docking of adjunct faculty pay for missing class due to illness.

If a part-time faculty must miss more than two classes, the Department Chair and faculty member will discuss if the course can be completed without an adverse impact on the students. If it is determined that the faculty member will be unable to complete the course without an adverse impact on the students, the college may replace the faculty member for the remainder of the course.

49. Key Access

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.

50. Part-Time Compensation for Required Work

Part-time professionals cannot be required to perform work for which they are not compensated.

51. Part-Time Compensation Increase Each Year

Part-time compensation shall increase by a minimum of General Wage Increase plus 2.5% in each year of agreement.

52. Part-Time Applications for Unemployment

CSCU will not contest part-time applications for unemployment during periods when no work is available

53. Part-Time Tuition Waivers

Part-time faculty and EAs can apply tuition waiver to two courses taken during time they are employed and for any semester for which their course was cancelled or reassigned.

54. Part-Time Equipment Provisions and/or Compensation

Adjunct Faculty and EAs who work remotely will be issued up to date college equipment, maintained by the college IT staff and/or choose a stipend of \$125 after taxes for course expenses.

55. EA Interpreters

2. Part-time Educational Assistants serving as interpreters at Northwestern Connecticut Community College will be offered positions up to a maximum hourly rate of \$50.00 per hour, as identified below:

- a. Fully Certified interpreters: \$50.00 per hour
 - i. NIC, CI/CT, CSC, NAD III or above
- b. Pre-Certified Interpreters: \$35.00 per hour
 - i. NON-certified: RID Written/ITP