

4Cs Bargaining Committee Proposals 6/10/21 (2nd set of proposals)

Legend:

- 1 Adding EAs to Merit Awards –
- 2 Release Time for Union Work
- 3 NEW: Telework and Closure Agreements
- 4 Article XI, Section 3 (modify language) (Peer Evaluation) Done
- 5 NEW Strengthening Contract Language for Diversity: Hiring and Academic Courses
- 6 NEW: *Search Committees and Hiring process for Full Time Faculty*
- 7 Article XIX Other Leaves: Sections 3 & 4; Section 6 to be discussed during negotiations
- 8 Includes extensive revisions throughout Article X:
- 9 NEW Additional Responsibilities Committees
- 10 NEW: Section – Bargaining Unit Work Will be Performed by Bargaining Unit Members
- 11 NEW Section: Article X. Section 7. Overload Bank
- 12 Distance Learning Workload and Premium
- 13 Article X Class Size
- 14 Article X Independent Study Direction
- 15 Article X Department Chairperson
- 16 Article X, Section 6 M: Assignment to Teach at Another College:
- 17 Article X: Evaluation of Faculty Members who Teach Online Courses
- 18 This includes extensive revisions related to Article X for nonteaching Prof Staff
- 19 NEW Section or place with Section C?
- 20 Add to strengthen Health and Safety Committee
- 21 Attempts to Address concerns about increasing workload with layoffs/rif
- 22 NEW: Faculty and Staff Computers
- 23 NEW: Human Resources
- 24 Incorporating Side Letters and MOAs related to Prof Dev
- 25 Wage Increase/Step
- 26 PC/DC

1 Adding EAs to Merit Awards –

Move Side Letter RE: Merit Awards, Educational Excellence Awards and Distinguished Service (pg 93), Awards to **Article XII Section 7** (pg 36).

Article XII Section 7. Merit Recognition

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

Merit Awards are given annually to principal bargaining unit teaching faculty and non-teaching community college professionals who demonstrate unusual service, superior performance, exceptional duty, or excellence in teaching. Merit Awards are designed to embrace continuous, high levels of service as well as unique contributions made during the academic year. Merit Awards are in the amount of \$1,500 per principal bargaining unit member **and \$750 for part-time faculty and EAs. Merit Awards** are non-recurring. They are paid from funds set aside for this purpose pursuant to the Collective Bargaining Agreements and will not impact college budgets.

2 Release Time for Union Work *Joint Proposal*

ARTICLE IV RIGHTS OF THE CONGRESS

Section 3. Congress Activity

B. Released Time for Union Business

The Board of Regents shall grant released time, equivalent to ~~twenty-four (24)~~ **thirty-six (36)** contact/credit hours plus Additional Responsibilities for instructional staff and fourteen ~~(14)~~ **twenty one (21)** hours per week for non-teaching professionals per year, to union officials for the purposes of: (1) investigating and processing grievances; (2) meeting with the Board or its representatives to discuss implementation of this Agreement; (3) conducting other union responsibilities

3 **NEW: Telework and Closure Agreements** *Joint Proposal*

1. Permanent telework agreement would be part of an ongoing regular schedule determined by mutual agreement between supervisor and member/employee (and CEO/President).
2. Situational telework agreement would be hours approved on a case by case basis due to a special work assignment, approved medical, family, or other reasons.
3. Short term college closures (delay, closure or restricted access) of up to 2 days.
4. Long term college closures (delay, closure or restricted access) of more than 2 days.

Permanent Telework Agreements may be approved in agreement with the employee's supervisor and the CEO/President (or his/her designee). Telework agreements are by mutual agreement only. The member/employee must have a job function acceptable for telework, 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. A request for a permanent telework agreement must first be completed by the member/employee and is forwarded to they/their immediate supervisor for discussion and approval. If approved by the immediate supervisor, the request for approval will be sent to the CEO/President (or other designee).

The operational needs of the System take precedence over telework agreements. A teleworking member/employee must forego teleworking if needed in the office on a regularly scheduled teleworking 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 teleworking and allow week-to-week flexibility to meet changing needs. Requests shall not be unreasonably denied.

**Teaching faculty members who, on a given workday, has no scheduled classes, no committee, department, division faculty or staff meetings or other professional responsibilities as provided shall not be required to be physically present at the college, provided that they shall be available for the performance of such professional responsibilities. This flexibility does not necessitate a telework agreement.*

2. **Situational Telework** agreements may be created to deal with unique circumstances and situational medical, family or special work assignments. The parties recognize that situations arise that necessitate telework for those who can effectively carry out their jobs offsite. As soon as practicable, the member should notify the immediate supervisor of the plan to shift to remote work for the situational period of time. Any situational telework that exceeds 5 days (one work week) shall necessitate a telework agreement as outlined above. The hours worked remotely will be documented on the member's timesheet as time worked. The parties recognize that if a member/employee as a part of their job responsibilities is required to work remotely that they may document said hours on their timesheet.

3. **Short term college closures of up to 2 days** These closures may include inclement weather, power outages, lockdowns, fires, public safety or other emergencies. The parties recognize that when the college closes early or restricts access due to a weather or other public safety or health emergency of less than 2 days, all members/employees need not report to work or telework and shall suffer no loss of pay or charge to any other leave. If the college delays its opening, all members/employees will not be required to report to work or telework until the report time. They will suffer no loss of pay or charge to any other leave for a delay of opening.

**Equity issue - students may not have access to laptops, webcams, internet and other materials to allow them to participate in courses when the college is closed.*

4. Long term college closures of more than 2 days.

The following applies to weather or other emergency conditions that include extended closure of more than 2 consecutive business days. The parties recognize that when emergency conditions require a longer term closure, members/employees will be authorized for telework starting the third consecutive business day of the emergency as long as it is safe for the member/employee to do so. It shall be recognized that members/employees shall suffer no loss in pay- during the transition to telework or if their work cannot be completed remotely. Members/employees must be provided the necessary equipment and reasonable time to pick up and set up equipment to telework.

4 Article XI, Section 3 (modify language) (Peer Evaluation) Done

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

5 Strengthening Contract Language for Diversity

A. Notice of New Bargaining Hires

All reports provided to the union on new hires as well as monthly bargaining unit lists will include categories on race and gender.

B. Racial Justice, Equity, and Diversity Labor Management Committee

The parties agree that structural racism, inherent bias, and other forms of discrimination and inequality exist at all levels of our society. It is the mutual goal of the parties to identify, address and repair the ways that that structural racism and inequalities within State government harm all employees and service recipients. The parties are committed to work together to enable greater accountability, culture change, prevention, reframing, resourcing, and systemic change.

Faculty, staff, and those we serve deserve a diverse and valued workforce where everyone is treated with respect, dignity, and equity. Each and every employee is entitled to a just and supportive work environment, where all employees are treated with dignity and respect, regardless of race, sex, gender, age, disability or any other personal characteristic.

Structure of the Committee

A Joint Racial Justice, Equity, and Diversity Labor Management Committee will be established within four (4) months of contract(s) ratification. Each party will designate its own representatives. The employer's representative will include the appropriate decision makers on work policies. The committee will meet during

work time quarterly or more often as needed. Every six months a statewide committee will meet. The committee may establish local or topic-specific subcommittees as needed.

Reporting and Analytics

The following reports and underlying datasets used to create the reports will be provided to the committee on a quarterly basis and no less than 14 days before the committee meeting. The state will designate a representative to be accountable for providing the reports and underlying datasets. The committee may agree upon additional items in addition to the following:

- Disciplines over the prior quarter broken down by or including the following: employee name, facility, title, level of discipline, nature of discipline, race and gender of individual being disciplined, and if resolved or modified by a grievance.
- Investigations over the prior quarter broken down by or including the following: employee name, facility, title, nature of allegation, length administrative leave (if applicable), length of time of modified assignment due to investigation (if applicable), and race and gender of individual being investigated.
- Complaints received over prior semester relating to discrimination or equity including: employee name(s), facility, title, subject of complaint, and whether it was resolved.
- Demographic breakdown of bargaining units and management by College/Campus.
- Promotions over the prior quarter broken down by or including the following: employee name, College/Campus, title, seniority, previous title held, length of time in previous position, title of promotional position, salary grade and step, and race and gender of individual being promoted.
- Review of management positions filled over the prior semester including: whether it was filled internally or externally and demographics.

Data and information generated via the Racial Justice Committee will be presented in an easily accessible and searchable way, such as an online data portal. The Committee will participate in the design of the reporting tool.

Committee Topics

The committee will be empowered to promote leadership discussion, awareness and improvement that will identify and embrace the following to achieve a workplace where each and every employee is entitled to a just and supportive work environment. Committee topics will include but are not limited to:

- Regular assessment around metrics from the reports involving race and gender disparities:
 - Disciplines
 - Investigations
 - Promotions, hiring, and career mobility
- Ongoing development, evaluation, assessment of outcomes, and accountability of work plan to identify and implement policies that help to address identified disparities.
 - Identifying and implementing trainings to promote culture change to address racial disparities.
 - Identify and implement policy changes to challenge biases in hiring, promotion and work performance (including investigations and disciplines).

The parties agree upon establishment the Committee shall focus on the following areas of concern in their initial workshops and meetings and produce a report that outlines suggested improvements on the following topics:

- Review all agency policies that pertain to discrimination, harassment, equity and inclusion.
- Develop processes for capturing and analyzing data.
- Analyze initial reports on disparities in discipline, investigations, promotions, and hiring.

Implementation, Work Plan and Accountability

The committee will create a work plan that includes identification of racial disparities or other issues within the workplace that require attention.

The committee will develop a work plan that will include data sharing, data analysis, and identify concrete solutions for any and all issues identified. The labor management process will be an action-based systemic strategy.

Commitment to No Retaliation

There will be no retaliation against members of the committee or based on any of the topics raised or actions taken by this committee, including any individual concerns brought to this committee.

The Employer will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported harassment. The Employer will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt action will be taken to stop the harassment immediately and to prevent its recurrence.

C. Promotions, Hiring and Advancement

Hiring, Promotions, and Advancement

The parties agree to the following strategies intended to eliminate bias in the promotion and hiring process. The Racial Justice Labor Management Committees will analyze, evaluate, modify, and add to these strategies on an ongoing basis.

- The racial composition of all hiring panels or search committees responsible for hiring, promotions, and other internal advancement must be representative of the race and gender composition of the facility workforce and communities served, including an employee who does the job for which the candidate is being interviewed.
- Each agency shall implement training for all HR professionals and hiring managers, supervisors and search chairs to address and limit potential impact of bias in the interview process.
- Establish a voluntary coaching program for employees who are not selected for a promotion to help those employees identify how to improve their skills and competencies with the goal of a successful promotion.
- Establish a mentorship program to provide training and support to new employees.

The parties to this Agreement recognize the compelling and continuing need to recruit, hire, and retain bargaining unit members who are members of historically under-represented and other protected groups.

The college President/CEO, with the advice and support of the Racial Justice Labor Management Committee, shall create and implement Diversity Outreach, Recruitment and Hiring Guidelines. Based on a demographic breakdown of faculty and staff at the particular college, these guidelines will instruct and orient all outreach, recruitment and hiring searches to:

- 1) obtain and reveal data about the current status of diversity for the position or program or department being hired for as well as of the possible candidate pool (graduation rates, industry percentage),
- 2) expand recruitment efforts to include professional organizations made up of and that represent historically under-represented groups, and
- 3) ensure that at least 50% of the candidates for any position come from a historically under-represented and disadvantaged or protected group, (eg Black, Latinx, Indigenous, Women, Immigrant, LGBTQIA) before the search is closed (based on the data obtained).

Summary data on all searches, including, applicants, candidates, and the results will be provided to the Racial Justice Committee.

D. Academic Courses

Each college will expand the courses available to students concerning Area and Ethnic Studies (eg Black/African-American Studies, Puerto Rican/Latinx Studies, Gender/Women's Studies, Asian/Arab/Middle-Eastern Studies, Indigenous/Native American Studies, LGBTQIA/Queer Studies) and ensure that these courses are offered consistently.

The college will hire and retain additional faculty and staff to support and sustain these courses.

6 NEW: *Search Committees and Hiring process for Full Time Professionals* **Joint Proposal**

All full-time bargaining unit positions will be filled upon recommendation of properly appointed search committees after appropriate vetting of qualified applicants and the advancement of candidates:

1. Posting: All full-time, bargaining unit positions will be posted publicly for 30-calendar days.
2. HR will conduct an initial screening of all applicants to ensure they meet minimum qualifications for education and experience and forward qualified applicants to the search committee.
3. The President/CEO, or their designee will charge the Search Committee.
4. Faculty Search Committees will be comprised of two faculty (either disciplinary or an adjacent academic field), two members of staff, and one faculty member from a different discipline at the college.
5. Professional Staff Search Committees will be comprised of one CCP from the affected office, two adjacent/intersecting offices, and two faculty members at the college
6. After the interview process, the Search Committee will forward the names of three candidates, in names in rank order of Search Committee's preference. From these three, administration shall select one of these qualified candidates.

7 Article XIX Other Leaves: Sections 3 & 4; Section 6 *Joint Proposal*

Article XIX

Section 3. Special Leave

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

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

Section 4:

B. Purpose and Conditions

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

8 Includes extensive revisions throughout Article X:

Section 1

All Teaching Faculty members shall:

a) within the work load limitations of Section 3 of this Article, perform such other duties as the President/CEO may assign **upon mutual agreement and within the scope of established faculty responsibilities that serve the college**, provided that such duties shall be consistent with the mission of the college;

b) ~~serve on college and division/department committees, if chosen;~~

c) attend and participate in commencement ceremonies at **home campus/ home location of record**, unless excused by the President/CEO, wearing academic garb when required (see side letter RE: Commencement);

d) attend and participate in college convocations, **campus** meetings, conferences and divisional/ departmental meetings, **program/disciplines**, during the work year

e) prepare and teach college-approved courses in accordance with approved course descriptions and class schedules, including developing syllabi and reading lists and keeping each course taught complete and up to date;

f) respond to and work with multiple constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);

g) possess strong information literacy skills, including the ability to ~~word process and to use spreadsheets, presentation ware, email, CD-ROM, compressed video, the Internet, the World Wide Web, and other distance communication modalities~~ **utilize Microsoft office suite, email, and learning management system utilized in course (s) taught**, demonstrate the ability to evaluate, synthesize, and make decisions from data (see side letter RE: Technology Training);

h) perform divisional or departmental responsibilities in the selection of texts and related teaching resources;

i) maintain a minimum of three (3) regularly scheduled office hours per week, scheduled in time blocks of no less than one-half hour periods, ~~or an equivalent assignment designated by the employer~~, for the purpose of **fostering student-faculty engagement and engage in academic and career-oriented advising of students**;

j) ~~engage in academic and career-oriented advising of students; excessive hours are included in AR;~~

k) maintain contact with one's academic discipline(s) or areas of assigned responsibility, the development of knowledge in one's field of specialization, and the teaching/learning process; in connection with career-oriented programs, this also involves working with program advisory committees;

l) maintain accurate student records;

m) distribute to students during the first week of classes, subject to subsequent modification, with copies to the supervising dean, a course outline or overview, information as to course objectives, topics and assigned time- frames, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be utilized;

- n) attend System-wide convocations; conferences and meetings during the work year;
- o) prepare routine reports such as veterans' attendance records or academic deficiency reports;
- p) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.

Section 2. Additional Responsibilities/Teaching

~~In the course of negotiations, the parties have identified shared concerns regarding the professional responsibilities of teaching faculty beyond those associated with classroom instruction and related duties. The parties recognize that, as professionals, teaching faculty are expected to extend their services to meet other institutional needs related to the mission, goals, and priorities of the college and System. Further, the parties acknowledge that~~ The employer has the responsibility and the right to require the satisfactory fulfillment of appropriate additional responsibilities as part of the teaching workload requirement set forth ~~in Article X, Section 2~~ and to evaluate the quality of services rendered under the provision as part of the employee's overall evaluation.

To this end, each college shall publish and distribute to all members of the teaching faculty a comprehensive statement of its institutional mission, goals and priorities. During the spring semester, each faculty member will submit a report indicating the specific activities that were undertaken ~~to meet the obligation of Article X, Section 2.~~ The report shall ~~recommend~~ propose additional responsibilities for the following year. The report will also be included in the faculty member's professional file and be considered for purposes of evaluation. The employer will determine whether the ~~statement~~ proposal satisfies the obligations specified in Article X, Section 2 and is consistent with the priorities of the college and the System.

Questions regarding additional responsibilities may be resolved by means of correspondence or discussions during the spring semester. Unit members shall not be required to participate in any such discussion and the employer shall incur no liability as the result of any such discussion.

Should it be determined that the ~~statement~~ proposal does not satisfy this intent or that there are other priorities, the employer will so notify the faculty member on or before May 1st. The faculty member will be encouraged to file an amended ~~statement~~ proposal within fifteen days of receiving this notice. The employer will confer with the faculty member upon the request of the faculty member and make a reasonable effort to reach agreement on the additional responsibilities. By June 1st, the employer shall provide an approved ~~statement~~ proposal of additional responsibilities to the faculty member for the following academic year, which shall be a part of the professional file. It is recognized that circumstances may necessitate alteration in the additional responsibilities during the academic year. Changes may be initiated by either the employer or the faculty member, but must be ~~approved by the employer~~ mutually agreed upon[5] .

There shall be a mechanism for building in significant peer input designed to re-energize and better organize Additional Responsibilities. The peer teams shall have access to all reports upon complete Additional Responsibilities so that they may better guide the following year's Additional Responsibilities. If the parties are unable to agree on the mechanism for building in peer input, the mechanism shall be subject to arbitration, however any resulting mechanism shall not alter the managerial review provided above.

[Old section 2 begins here:] The Additional Responsibilities as specified in Section 3A may include, but shall not be limited to the following, and shall be for the purpose of fulfilling the mission, goals, and priorities of the college and the System as determined by the employer, and mutually agreed upon between the faculty member and employer. Additional Responsibility requests may be requested by the Academic Dean/designee no earlier than April 1.

- (a) preparation of special reports such as accreditation reports;
- (b) participation in special college projects, surveys, and studies;
- (c) development of new instructional techniques, course offerings, or programs, or major revisions of courses or programs; including conversion of any course to adapt to a virtual, distance, or online mode including but not limited to live remote online, hybrid, or fully online courses as deemed appropriate by the faculty teaching the course;
- (d) participation in community service activities designed to further the mission of the discipline, program, department, division or college;
- (e) participation in career-development and related advising activities or special retention programs (in addition to academic and career-oriented advising required of all faculty as provided in Section 1(j) above);
- (f) serving on System-wide or local committees if chosen;
- (g) advising student organization and activities;
- (h) peer evaluations requested by the college administration or by the peer; the evaluation of part-time faculty; retention counseling; the recruitment of students;
- (i) providing assistance in student registration and add/drop procedures;
- (j) working with statewide and/or regional business groups and trade associations and/or employers to ascertain what educational programs and offerings they would like the college to provide to their current and/or future employees; as approved by the college, developing traditional and/or non-traditional courses; programs and offerings to meet the identified needs of such groups, associations and/or employers;
- (k) working with high school and/or adult education administrators, teachers and other professionals (e.g. counselors), and students to ascertain the needs of high school and G.E.D. graduates which, if met by the college, would induce them to attend the college and/or would facilitate their success at the

college; as approved by the college, developing traditional and/or non-traditional courses; programs and offerings to meet the identified needs of such graduates;

(l) working with community agencies and similar organizations (traditional and non-traditional) to ascertain the needs of the individuals they serve which, if met by the college, would induce those individuals to attend the college and/or would facilitate their success at the college; as approved by the college, developing traditional and/or non-traditional courses, programs and offerings to meet the identified needs of such individuals;

(m) developing professional development activities consistent with an approved departmental, divisional or college professional development plan;

(n) within the limitation of the Article, such other administrative or supervisory or teaching-related assignments as are consistent with the mission and goals of the college, including but not limited to:

1. additional office hours;
2. supervising adjunct or independent study, provided it
3. review of patient charts in preparation for clinical instruction.

(o) significant leadership or time commitment on a major committee or a significant time commitment resulting from membership on a committee;

(p) providing additional academic and career-oriented advising.

(q) If a member elects to participate in committee work, participants must be given the option to participate remotely, and committee work will not interfere with primary responsibilities related to teaching and course management.

9 NEW Additional Responsibilities Committees

The Additional Responsibilities Committee is tasked with reviewing AR proposal submissions of full time faculty members upon request to support activities that advance the mission of the faculty member's college and are meaningful to the member.

AR Peer Review Committees:

- advocate for the **importance and relevance** of AR
- are **collaborative and support local management** in identifying productive AR activities for our members
- **support transparency** in the AR process
- support **faculty collaboration** within and across disciplines in the spirit of peer-review, to support each other in identifying meaningful and rewarding AR activity

The committee should include three (3) unit members from the teaching faculty 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. The committee will convene no later than April of each year, advocate for members with the Dean, and provide feedback on faculty draft AR proposals for the AY that follows.

Section 3 A 2: Work Load, Hours of Work, and Work Year of Teaching Faculty

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

1. Notwithstanding the above, the parties agree to the following changes regarding workload for teaching faculty:
 - a. ~~Full time faculty hired on or after July 1, 2017 shall be required to teach a course in lieu of Additional Responsibilities (AR);~~
 - b. Teaching faculty hired on or after July 1, 2017 shall be hired at step 3 of their respective rank on the salary schedule. Step movement shall mirror the 2017 SEBAC Agreement;
 - c. ~~Faculty hired on or after July 1, 2017 shall be released as appropriate with approval from the college so that they may work on professional obligations toward the goals of attaining tenure and/or promotion;~~
 - d. All faculty ~~employed on or before June 30, 2017~~ shall elect to either complete AR or teach a 3-credit course for \$2,500 compensation. The parties understand that compensation shall be pro-rated based on the number of credits taught, not necessarily the number of courses. **Additional Responsibility requests may be requested by the Academic Dean/designee no earlier than April 1st. Faculty submit AR proposal and election of AR or teaching a 3-credit course by May 1st. Said election shall be made by the faculty member no later than May 15th of the preceding academic year. Academic Dean/CEO must provide feedback to faculty on their AR proposals no later than May 15 .** AR approval decisions shall be made no later than June 1st of the preceding academic year. The existing practices and rules regarding AR proposals/approvals shall remain in place;
 - e. If a faculty member elects to perform AR and such election and proposal is approved, any additional course(s) taught by such faculty member shall be paid at the prevailing PTL rate;
 - f. The parties agree to continue discussions regarding limitations (policy and/or contractual) on teaching assignments.

If AR cannot be mutually agreed upon, faculty retain the right to teach a 5th course in lieu of AR. (See side letter Re: Teaching Workload Obligation.)

C. Hours of Work and Work Year

(1) The work year for teaching faculty members shall consist of up to 160 days of instruction and exams. In addition, faculty members may be scheduled for up to eight (8) additional days plus commencement for a total of 169 days. ~~Where possible,~~ the additional days should be scheduled at each college and by October 1 for the fall semester and by February 15 for the spring semester, provided that ~~orientation~~ *professional* days shall be scheduled ~~and faculty notified~~ no later than June 1 for the fall semester and October 1 for the spring semester. As used herein, ~~orientation~~ *professional* days shall refer only to scheduled obligations which apply to all teaching faculty at an institution.

(2) Fall semester – Teaching faculty may be scheduled to work beginning on or after August 25 through December 23. However, where necessary for programmatic reasons (e.g., allied health programs), the academic work year may begin up to a week before August 25 by mutual agreement *for call in rate of pay*, which shall not be unreasonably withheld. Regardless of the first scheduled day of work, the first paycheck for new full- time, ten-month teaching faculty who begin employment at the beginning of the academic year will be no later than the pay period that includes August 25th.

10 **NEW: Section – Bargaining Unit Work Will be Performed by Bargaining Unit Members** *Joint Proposal*

Bargaining unit teaching will only be performed by bargaining unit members. All vacant faculty positions must be swiftly re-filled upon becoming vacant with tenure track positions. At least 75 percent of instruction at public institutions of higher education in the CSCU will be performed by tenure-track or tenured faculty.

11 **NEW Section: Article X. Section 7. Overload Bank**

NEW: A full-time faculty member may elect to forego overload compensation set forth in Article X, Section 3A and “bank” hours in excess of 12 credit hours per the traditional academic semester. Banked hours can be used to reduce teaching load during the next semester to satisfy an underload in the subsequent semesters. If a faculty member elects to bank overload hours, written notice of such election must be provided upon return of the overload contract. Faculty can choose to split hours between the “bank” and financial compensation in increments of one (1) credit. A faculty member electing to use banked hours to reduce teaching load during an upcoming semester shall give their dean 30 days written notice prior to the start of classes for the upcoming semester. The dean may grant the use of banked hours to reduce a faculty member course load at their discretion if notice is provided by faculty after the required notification date. Upon separation from the college, faculty may receive financial compensation for any remaining “banked” hours.

12 **Distance Learning Workload and Premium**

NEW: For purposes of computing faculty workload, teaching of distance learning courses shall be weighted at 133%.

Parity with AFT CBA Appendix X Protocols for Distance Learning to include development, teaching, workload, etc.

13 **Article X Class Size**

Information request: In order to establish the maximum number of students for a given course the CSCU shall provide the union with a list of all courses offered, along with initial student enrollment records for those courses, and the calculated median section enrollment for those courses in the last five semesters in which the course has been offered. Class Size in an online course will be determined in accordance with existing college practices and will not exceed the class size for the same course taught on ground.

The maximum number of students permitted in any section of any course shall be determined by collegial consultation and agreement among faculty within a department and management and shall be determined on sound peer reviewed research and educational best practice principles. Once this

maximum has been established in the Course Outline of Record it shall remain constant and not be subject to random variations. This agreed to maximum course size shall be the same for classes held in any physical facility on or off any college campus, and for online classes.

Course maximums will be maintained through the department and will be published with the documentation for each course.

In some circumstances, it may be desirable or advisable to allow a particular section's enrollment to exceed the agreed to maximum, however any and all enrollments above the agreed to maximum shall require the approval of the instructor teaching that particular section and shall be approved for one semester only.

14 Article X Independent Study Direction

Full time and part-time faculty shall earn \$300 per credit hour, per student, per semester or term for directing a course of independent study. Should a FT faculty member choose to elect AR instead of cash payment, the FT faculty member will receive 1.5 hours workload credits per credit hour, per student, per semester.

3-credits = \$900 = 1.5 workload hours for AR

15 Article X Department Chairperson

The department Chairperson is responsible for leading the department in fulfilling its responsibilities in academic and personnel areas and facilitating the functioning of the department. The department Chairperson is the normal channel of communications between the department and other departments, division/areas or like groupings, offices, and the administration. Department Chairperson shall be selected by members of the department. Three-year service renewable by a vote of the department faculty.

16 Article X, Section 6 M: Assignment to Teach at Another College:

By mutual agreement, faculty members may be assigned to teach one or more courses, not to exceed eight (8) contact/credit hours in any one semester, at a college in the Community College System other than the "home" college. If, on any day, the faculty member's total travel obligation exceeds the normal round-trip commuting distance between that faculty member's home and the "home" college, the difference in mileage shall be reimbursed to the faculty member in accordance with Article XXI, section 6B. If a member elects to participate in committee work at another college, the option to participate remotely must be guaranteed and work will not interfere with primary responsibilities.

When a faculty member teaches at another college or transfers from one college or department to another, the faculty member retains all of their rights. The vacancy created by the transfer of one or more individual faculty members must be filled if the original department would suffer a substantial loss in student credit hour

productivity or diminution in the viability of the academic major as a result of such transfer, except in cases of transfer made necessary by layoff for financial exigency. When a change in title or function occurs through such a transfer, the faculty member shall retain all rights and benefits and privileges of his/her previous status.

17 Article X: Evaluation of Faculty Members who Teach Online Courses

Observation of a teaching faculty member's online course for purposes of faculty evaluation will adhere to the same manner and practices as classroom observation is performed for on-ground courses. Department Chairs, Program Coordinators, or their designee shall be granted access to the faculty member's online course ("guest status") for purposes of the observation. Observation must be conducted in coordination and in communication with the faculty member. Management may not enter or monitor virtual/digital/distance/online courses except as defined and provided for in the Evaluation section. Parties agree to continue discussions and develop an online evaluation tool to be used for online course evaluations.

ARTICLE X – WORKING CONDITIONS AND WORK LOAD

Section 4. Duties of Nonteaching Professional Staff

All Nonteaching Professional Staff shall:

- (a) within the work load limitations of Section 5 of this Article, perform such other duties as the President may assign, provided that such duties shall be consistent with the mission of the college;
- (b) serve on college and division/department committees, if ~~chosen~~ **elected/appointed**;
- (c) respond to and work with multiple constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);
- (d) possess strong information literacy skills, including the ability to word process and to use spreadsheets, presentation ware, e-mail, CD-ROM, compressed video, the Internet, the World Wide Web, and other distance communication modalities; demonstrate the ability to evaluate, synthesize, and make decisions from data (see side letter Re: Technology Training);
- (e) attend and participate in commencement ceremonies, unless excused by the President, wearing academic garb when required (see side letter Re: Commencement);
- (f) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings during the work year;
- (g) maintain contact with one's academic discipline(s) or areas of assigned responsibility, the development of knowledge in one's field of specialization, and the teaching/learning process;
- (h) serve on System-wide committees. **If elected/appointed.**

The responsibilities of non-teaching professional staff shall be assigned in accordance with the System-wide job description approved by the President of the Connecticut State Colleges and Universities or developed by the President to meet the needs of **the** local campus subject to the approval of the President of the Connecticut State Colleges and Universities.

A bargaining unit member may **obtain request** a copy of ~~his/her~~ **their** job description **from the employer upon request. The employer will provide a copy within five (5) business days of receipt of the request.** ~~and the employer will provide a copy.~~

The Board may consult appropriate professional groups with regard to any contemplated change in a system-wide job description. When such a change is under consideration, the Board shall

notify and consult the union **within five (5) business days** and provide sixty (60) days within which the union may respond.

Article X Section 4 or 5

NEW: Bargaining unit positions that are not swiftly re-filled upon vacancy often place an additional short-term workload expectation on other professional staff in an area of the college. When this occurs a bargaining unit member can accept a temporary, additional workload of up to one hour per day [35-40 hours per week] for three (3) months. Each employee choosing to accept this will receive a lump sum payment equal to the value of a step increment for their grade in addition to base pay. Work performed over 40 hours in a week during this period will be accounted for as one and one half (1.5) hours of compensatory time for each hour worked to be used or banked after three months.

At the end of three months if the vacancy is not filled the parties agree to make every effort to conclude a Memorandum of Agreement that may include extension and additional compensation, longer term assignment, or permanent placement at a higher pay grade.

Section 5. Work Load, Hours of Work, and Work Year of Nonteaching Professional Staff

A. Work Load

The required work week is 35 hours of assigned responsibilities ~~which may~~ that includes ~~evening or weekend work.~~ committee and governance work. Unless otherwise agreed to by the individual concerned, all members of the non-teaching professional staff must have two consecutive days off each week including either Saturday or Sunday. The 35 hours shall be scheduled over a five-day work week, provided that the individual and the President or ~~his~~ their designee may, by mutual agreement, **adjust schedules to a four-day work week and provided that a sixth day may be required in exceptional circumstances or by agreement with the employee. ~~There shall be no obligation for mutual agreement if a four-day schedule is changed by the employer.~~ Said schedule adjustments shall not exceed once per every three (3) months. The standard schedule shall be seven (7) paid work hours per day with a one (1) hour unpaid lunch period. ~~which may may include evening or weekend work.~~ Unless otherwise agreed to by the individual concerned, all members of the non-teaching professional staff must have two consecutive days off each week including either Saturday or Sunday. Exceptions shall be by mutual agreement and shall not exceed one instance in a three (3) month period.**

Travel related to work functions and between work sites counts as work time.

We recognize that committee work is important for both employee development and for the operation of the institution. CCP's are eligible for a minimum of seven (7) hours per week (20%) to participate and engage in committee work and/or governance. Supervisors shall not unreasonably deny CCP's request to participate.

The parties recognize that fulfillment of professional responsibilities may necessitate service to the college in excess of 35 hours per week. The President or his designee shall consult with professional staff members prior to the establishment of work schedules. When possible, and

consistent with the interests of the college, a professional staff member may be granted scheduling privileges as to days and hours, including a nonstandard schedule, by the President. Such arrangements may occur only with the written approval of the President whose decision shall be final.

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

19 NEW Section or place with Section C? *Joint proposal*

The employer should be sensitive to and understand that the employee may have obligations outside the standard set schedule. There shall be limits to the frequency the employer may alter an employee's standard set schedule in accordance with the following guidelines:

- a. Each employee shall have a set standard schedule.
- b. Standard schedules can be adjusted only upon mutual agreement between the employer and the employee.
- c. There should be a minimum of 15 hours between the end of one work shift and the beginning of another.
- d. ~~By mutual agreement~~ a sixth workday may be scheduled a maximum of one instance in a three (3) month period and compensatory time shall be accrued at a rate of one (1) hour for hours worked above 35 but less than 40 hours, and one and one half (1 ½) hours for each hour worked 40 and above. Any additional occurrences during a three-month period shall be monetarily compensated at the employee's hourly pay rate of one (1) hour for hours worked above 35 but less than 40 hours, and one and one half (1 ½) hours for each hour worked 40 and above.
- e. Hours an employee works beyond 7 per day must be mutually agreed upon and the employee shall be compensated with compensatory time accrued at a rate of one (1) hour for hours worked above 35 but less than 40 hours, and one and one half (1 ½) hours for each hour worked 40 and above. Such instances will be limited to one (1) per month. Any additional instances during a single month period shall be monetarily compensated at the employee's hourly pay rate of one (1) hour for hours worked above 35 but less than 40 hours, and one and one half (1 ½) hours for each hour worked 40 and above.

An uninterrupted meal period is required for all Professional staff and they cannot be required to work through their meal period. In the event that a department or service area cannot be closed to accommodate a lunch break, professional staff must be compensated for their meal period at a compensatory rate of one (1) hour for hours worked above 35 but less than 40 hours, and one and one half (1 ½) hours for each hour worked 40 and above.

B. Work Year *Joint proposal*

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

The work year for ten-month nonteaching staff shall begin on or after a date established by the employer. Ten-month staff then serve for a continuous period of ten months, unless the parties mutually agree otherwise, or, specifically, not less than 217 days. This provision shall not prevent the Board from making appointments of shorter duration.

C. Informal Work Schedule Adjustments/Compensatory Time *Joint proposal*

In those cases in which a professional staff member, ~~in significant measure, works repeatedly~~ more than 35 hours per week, informal work schedule adjustments will be accommodated. Compensatory time will be provided ~~in accordance with the limits set in the previous section and with the following provisions.~~ ~~on a one-for-one basis in accordance with the following procedure:~~

1. Compensatory time can be accrued only with the prior approval of the employer ~~supervisor~~, except when emergencies or unanticipated conditions make it impractical to obtain such prior approval.
2. ~~There shall be a record of accrued compensatory time as it is approved and used. Such record of accumulated compensatory time shall be available to the employee and the union.~~

~~The official timesheet should accurately reflect the actual hours an employee works. No supervisor shall compel the employee to inaccurately represent actual hours worked in any given pay period. Therefore, accrued compensatory time shall be recorded in the official payroll system as it is approved, accrued, and used. Such record of accumulated compensatory time shall be available to the employee and the union.~~

3. Compensatory time shall be used within ~~the calendar year earned or within three (3) months of being earned, whichever comes later,~~ ~~twelve months of being earned~~ and at times mutually agreeable to the employee and supervisor. When using compensatory time, employees are expected to take into account the interests of the college and to accommodate to the scheduling requests of supervisors. In the event that time off is not allowed, the employee may request that compensatory time be taken at a later date. Such requests shall not be unreasonably denied. ~~Should comp time not be taken within the 12-month period it will be paid out in cash to the employee.~~
4. The parties recognize that there may be special circumstances in which their agreement with respect to informal work schedule adjustments and use of compensatory time cannot be implemented because of the nature of the work or staffing. In any period, after an employee in such circumstances accrues 70 hours of compensatory time, the employee will be paid at a straight time rate for those additional hours which would have otherwise been added to the compensatory time total. Situations to be covered by this provision shall be identified by mutual agreement of the parties. This method of computing the compensatory time will be used only for the purposes of this paragraph and will have no application to any other provision of this agreement.
5. Upon terminating employment, an employee will be paid for accrued but unused compensatory time up to a total of 70 hours pursuant to the following limitations. Nothing in this provision modifies or supersedes the requirement that employees use compensatory time as set forth in paragraph 3 above. ~~In the event that an employee ends employment without giving at least two weeks notice, the employee shall not be paid for any unused compensatory time. In the event that the employee provides at~~

~~least two weeks notice, +~~ The employer may pay out the unused compensatory time by relieving the employee of the obligation to work through the notice period.

Strike Compensatory Time Side Letter on Page 109 of CBA

Section 6. General Provisions *Joint proposal*

A. Outside Employment

Full-time employment by the Board shall be considered the basic

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

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

B. Indemnity for Liability

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

C. Additional Employment

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

D. Professional Day

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

E. ~~Audio-Visual~~ Instructional Materials and Copyrights

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

F. Summer Session Assignments

Priority for consideration for summer session assignments for additional pay will be given to full-time ten-month professional staff members within each college for employment in their primary areas of competence up to a maximum of ~~80~~60% of the anticipated course offerings. Each college shall establish a system of rotation for allocating available opportunities. The offer of employment is made only by written contract executed by the President. In selecting professional staff members for the summer session, the President may consider but is not limited to consideration of the requirements of the assignment and any special skills or experience of potential assignees. ~~Nothing herein shall preclude the President from offering summer school employment to nonbargaining unit members.~~[4]

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

20 Add to strengthen Health and Safety Committee

L. Health and Safety *Joint proposal*

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

There shall be a health and safety committee at each college comprised of members of at least management, classified staff, faculty, CCP's, public safety, and a representative from each union.

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

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

21 Attempts to Address concerns about increasing workload with layoffs/rif *Joint proposal*

N. Interim Pay

Employees acting in an interim capacity in a higher position shall be compensated for the higher grade effective with the commencement of the work in the higher position. **Employees who accept an interim position will not be expected to also perform the work in their standard appointment unless an additional contract is offered to do so.**

ARTICLE XIII

TERMINATION OR REASSIGNMENT FOR SPECIAL REASONS REDUCTION IN FORCE *Joint proposal*

The Board shall retain the right to reduce its workforce. A reduction in force does not include a termination of employment for disciplinary reasons.

22 NEW: Faculty and Staff Computers

Faculty and staff computers and printers shall be replaced by the college after a maximum of five (5) years of use or beforehand if the device fails. Faculty and staff members shall have the choice of having a desktop or a laptop.

23 NEW: Human Resources

Human Resources offices shall be staffed in person on a daily basis during the entirety of standard business hours on each campus of each college.

24 Incorporating Side Letters and MOAs related to Prof Dev *Joint proposal*

Prof Dev stretches several pages and attempts to address: **Campus Allocations for Professional Development and combine related side letters.**

Looking to address uniformity and transparency in the process.

ARTICLE XVIII PROFESSIONAL DEVELOPMENT

Section 1. Preamble

~~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.~~

~~Professional development funds are made available to reimburse employees for approved activities that~~ **leave provides time and support for professional development activities in which will benefit the college and the staff member professionally and** relate to the bargaining unit member's responsibilities at the college. The following are examples that may be appropriate for approval: **professional development leave** • Tuition and fees for coursework relevant to the member's employment; • cConference, **research,** seminar, **and** workshop, **and other trainings** fees relevant to the member's **responsibilities at the college.** employment; • Professional society membership relevant to the member's employment; • Travel related to the above.

Section 1-2. Full-Time Leave for Professional Development

A.B. Eligibility and Conditions

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

Full-time leave for professional development may be granted for up to one year and the President of the Connecticut State Colleges and Universities may authorize an extension of the leave for an additional year.

B.C. Rights

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

C D. 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. The operation of the Professional Development Committee shall be subject to the supervision of the CEO/President or his/her they/their designee.

The Professional Development Committee shall have the responsibility to review all applications for full-time leave for professional development and shall make recommendations to the President.

The Professional Development Committee shall keep a written record of the dates of all meetings, attendance at meetings and materials considered. These records and materials shall be in the custody of the CEO/President or his/her they/their designee. The committee shall not disclose its records or recommendations except as provided herein.

The committee shall make a recommendation to the CEO/President addressing the proportion of such professional development money to be utilized for short-term leave, partial leave, and full-time leave. The recommendation of the committee is advisory to the CEO/President whose decision is final.

D E. Procedure

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

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

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

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

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

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

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

The professional staff member shall be entitled to know the formal recommendations at each level in the decision of the CEO/President, which shall be final.

Within ninety (90) days of receipt of the proposal, the CEO/President shall forward his recommendations to the President of the Connecticut State Colleges and Universities for final determination. The President of the Connecticut State Colleges and Universities shall act on the recommendations within sixty (60) days.

Section 3. Partial Leave

A. Definition and Purpose

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

B. Eligibility and Conditions

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

C. Denial and Meeting

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

D. Funding

The cost of providing part-time replacements for unit members provided with released time hereunder shall be from funds made available under this Agreement.

Section 4. Short-Term Leave

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

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

Expenses incurred by the professional staff member may be reimbursed from funds made available under this Agreement. Article.

Section 5. Professional Development Funds

Professional development funds are made available to reimburse employees for approved activities relevant to the bargaining unit member's responsibilities at the college to improve the quality of the teaching, scholarship, creative work, service and leadership and supports career advancement. Note: Departmental training or job-related skill development which is required to do the professional staff member's current job should be paid for with College training funds.

The following are examples that may be appropriate for approval:

- Tuition, fees, and texts for coursework and other trainings relevant to the member's employment;
- Conference, seminar and workshop fees relevant to the member's employment;
- Research relevant to the member's employment;
- Professional society membership fees relevant to the member's employment;
- Travel related expenses to the above.

- Publications and journals

Allocations MOA changes

The Federation of Technical College Teachers (FTCT), the Congress of Connecticut Community Colleges (Congress), AFSCME Local 2480, and the Board of Regents (Board) are parties to collective bargaining agreements (July 1, 2016 to June 30, 2021) which govern the wages, hours and working conditions of the respective bargaining units and their respective bargaining units and their respective members.

1. ~~Among the term bargained for in the parties’ collective bargaining agreements (CBAs), is a bargained for amount allocated for Professional Development. Specifically, The following schedule specifies the percentage “1.35% of Payroll that shall be allocated to fund professional development, Unnecessary?—> to include nursing refreshers, each fiscal year for the duration of the collective bargaining agreement. Unnecessary?—> Effective July 1, 2016. Said funding, however, shall commence on July 1, 2017. Any funds not spent on professional development/nursing refresher shall revert back to the BOR.”~~
2. ~~The parties agree to the following maximums outlined below with the understanding that the language in the aforementioned paragraph shall not be impacted, altered or otherwise change the funding levels previously agreed to. Funds not spent continue to revert back to the BOR.~~

- 2021/22.....1.5% of Payroll
- 2022/23.....1.7% of Payroll
- 2023/24.....1.9% of Payroll
- 2024/25.....2.1% of Payroll
- 2025/26.....2.3% of Payroll

For each fiscal year, there will be a per capita allocation of Congress collective bargaining contract Professional Development funds to colleges.

~~Whereas there are unobligated collective bargaining unit Professional Development funds at one or more college at the end of the academic year, the aggregate balance shall be redistributed to those colleges with unmet professional development funding needs. Should the total of the unmet professional development funding needs exceed the aggregate balance available, the funds shall be distributed on a per capita basis to those colleges in need. Any residual balance that results after this redistribution will revert to the BOR. Any professional development funds allocated to the college under Article ____ that remain undistributed at the end of each contract year will be added to the amount allocated to the college in the succeeding year for use in funding professional development that fiscal year under Article _____. Any professional development funds allocated under Article ____ that remain undistributed in each contract year may be used in funding professional development under Article _____.~~

Professional Development Semester Maximums

The following maximums are Professional Development per semester maximums for the duration of the collective bargaining agreement.

2021/26	Full-time	Part-time
Coursework, textbooks,.....	\$4600.00.....	\$1950.00
Conferences.....	\$3000.00.....	\$1400.00
Research.....	\$2000.00.....	\$850.00
Memberships, journals, publications.....	\$700.00.....	\$350.00

All maximum amounts are per semester.

Each member/employee may be awarded funding for coursework, conferences, research, and memberships in the same semester so long as the semester total does not exceed the semester coursework maximum and the professional development funds have not been exhausted.

OR

Coursework and conferences cannot be combined in one semester.

Requests for Professional Development funds can be submitted for the upcoming academic year starting July 1st of that fiscal year. However, the college shall reserve 30% of the allocated professional development funds each fiscal year for professional development activities that will occur in the spring semester.

Whereas there are unobligated collective bargaining unit Professional Development funds at the end of the fiscal year at the college, the balance shall be carried over for professional development funding needs for the following fiscal year.

Reporting

By September 30 of each year, the Board will provide a report to the Congress summarizing the funding of professional development under this Article for the previous academic year. Upon request by the Congress, the Board will provide a report including the name of each member/employee, their department and college, the type of funding, and the amount awarded. Each college shall also keep a record, for each year, of the total amount of funding requested, the total amount awarded to the member/employee, the number of fully funded awards, the number of partially funded awards, the number of funding requests rejected on the basis of merit, and the number of funding requests rejected on the basis of insufficient available funds.

Reimbursement for PD Expenses

9.5.3 Not more than thirty (30) days following the activity, the member shall submit a claim for reimbursement on the appropriate form, documentation following as soon as possible thereafter. The business office shall process the claim no more than forty-five (45) days following the receipt of the claim and/or required documentation. If no claim has been submitted to the business office within the thirty (30) day deadline, funds committed for the particular activity may be made available to others.

9.5.4 If a member fails to attend a seminar, workshop, conference or like activity for which funding has been previously approved, the member shall inform the College's business office, which shall promptly inform the appropriate personnel.

9.5.5 Unreasonable denial of a member's requests to attend workshop/conferences may be appealed to the CEO/President.

Related RE: TECHNOLOGY TRAINING The parties understand that the technology training language of Article X, Section 1(g) and Article X, Section 4(d) shall not be interpreted as requiring faculty members and ACLs CCPs to possess each and every skill listed in those sections. Rather, it is the parties' understanding that faculty members and ACLs CCPs should possess strong computer/information literacy skills and that they possess such skills required for the full and effective performance of their positions. To the extent that faculty members and ACLs CCPs need to improve their computer/information literacy skills, the parties(?) encourage them to engage in technology training activities designed to gain or strengthen such literacy skills. Additional funds for this exclusive purpose, which may include group training, although

Professional Development funds may also legitimately be used for this purpose. We recognize that it is not reasonable to require employees to acquire, retain, or use technology training skills if they do not have regular workplace access to computer hardware and that management is responsible for providing access to the computer hardware to the extent it seeks to require or encourage the acquiring, retaining, or use of such skills.

25. Wages

- A. Step movement each year of the CBA
- B. General Wage Increase of 6% each year of the CBA

26. Compensation for Program Coordinators and Department Chairs to include but not limited to the following:

- A. Working off-contract
- B. PC Compensation impacted by number of students in program
- C. Participation in orientation sessions