

Proposals of The Board of Regents for Higher Education

BETWEEN

The Congress of Connecticut Community Colleges

AND

Board of Regents for Higher Education

May 20, 2021

The Board of Regents for Higher Education proposes the following additions, modifications, deletions, or changes to the existing collective bargaining agreement. Any current provisions not mentioned shall remain unchanged.

The Board of Regents for Higher Education reserves the right to add to, modify, correct or withdraw any or all of these proposals as allowed by the ground rules as agreed to by the parties. The Board of Regents for Higher Education reserves the right to submit counterproposals at any time. This document is a draft and as such may contain errors.

New language appears in bold type. ~~Language to be deleted appears in strikethrough~~

BOR PROPOSAL #1

Throughout Contract
Housekeeping Item – CEO/President

All references to Campus Presidents should be changed to **CEO/President**.

BOR PROPOSAL #2

ARTICLE 5 Deduction of Dues and Service Fees

Section 1. Dues

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

Section 2. Service Fees

~~Professional staff members who are not members of the Congress shall be required as a condition of continued employment to pay a service fee to the Congress each month equal to the regular Congress dues. The Board shall deduct this service fee from such professional staff member's salary each pay period and remit same promptly to the Congress, together with a list of the names of professional staff members from whose salary such deductions were made, unless the professional staff member has arranged another method of payment with the Congress and has so informed the college.~~

The process for deducting union dues must comply with Janis and the current language does not. The Union should propose new language for the collection of dues. We are not proposing that we will not collect dues.

BOR PROPOSAL #3

Article 9 Appointment and Reappointment

Section 3. Nonreappointment of Standard Appointments

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

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

~~In the case of The~~ nonreappointment of ~~the third or subsequent standard appointment~~, the employee may request a written statement of the factors considered. ~~The decision of the employer not to renew the third or subsequent standard appointment shall not be arbitrary, capricious, or unreasonable, provided, however, that the decision of the employer not to renew the third~~ a standard appointment shall not be subject to the arbitration procedure of this Agreement

BOR PROPOSAL #4

ARTICLE 10 Working Conditions and Work Load

Section 1. Teaching And Related Duties Of Teaching Faculty

All Teaching Faculty members shall:

- (a) within the work load limitations of Section 3 of this Article, perform such other duties as the **CEO/President** may assign, provided that such duties shall be consistent with the mission of the college;
- (b) serve on college and division/department committees, if chosen;
- (c) attend and participate in commencement ceremonies, unless excused by the **CEO/President**, wearing academic garb when required (see side letter RE: Commencement);
- (d) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings 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, e-mail, ~~CD-ROM~~, compressed video, the Internet, the World Wide Web, **web-based learning platforms**, and other distance communication modalities; **distance learning modalities**; demonstrate the ability to evaluate, synthesize, and make decisions from data (~~see side letter RE: Technology Training~~); **teaching professionals shall be required to attend any and all trainings on distance learning modalities without additional remuneration**;
- (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 student-faculty contact as it relates to classroom instruction;
- (j) engage in academic and career-oriented advising of students;
- (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.

BOR PROPOSAL #5

Article 10 Working conditions and Work load

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

A. Work Load

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

~~(1) Teach twenty — four contact/credit hours and perform related duties as provided in section 1 above (one 50 minute lecture hour/clinical hour shall equal one contact/credit hour for purposes of this provision);~~

Teaching faculty may be required to teach up to thirty (30) contact/credit hours as is currently required of all faculty hired post July 2017 and is common at community colleges in the region and perform related duties as provided in Section 1 above (one 60 minute lecture hour/clinical hour shall equal one contact/credit hour for purposes of this provision) unless they have been assigned additional responsibilities by the college;

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

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

(See Side Letter Re: Additional Responsibilities of Teaching Faculty and Additional Responsibilities Addendum.)

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

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

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

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. Said election shall be made by the faculty member no later than May 15th of the preceding academic year. 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.

(See side letter Re: Teaching Workload Obligation.)

B. Faculty Initiated Courses

For such purposes as developing new courses or experimental approaches, or providing for the cultural enrichment of teachers and/or students, teaching faculty may, with the approval of the college CEO/President, offer additional courses beyond the limitations of Article X, Section 3A. There shall be no compensation for such course offerings, except that after the following minimum SCH are reached on a cumulative basis, said teachers shall be offered the appropriate reduction in contact/credit hours of teaching the following semester. Cumulative minima: composition, foreign language, remedial courses, 80 SCH; all other courses, 100 SCH.

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 days shall be scheduled no later than June 1 for the fall semester and October 1 for the spring semester. As used herein, orientation 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 23rd. However, where necessary for programmatic reasons (e.g., allied health programs), the academic work year may begin up to a week before August 25th by mutual agreement, 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.

(3) Spring semester – Teaching faculty may be scheduled to work beginning no earlier than the day following the Martin Luther King holiday through June 1, exclusive of commencement. Commencement shall not be scheduled later than June 5.

A teaching faculty member who has fulfilled the employment responsibilities of any one semester shall be entitled to salary equal to one-half (1/2) of her/his normal annual salary.

Teaching faculty are committed to the operation of the college five days a week, in day and evening sessions, which may include Saturday or Sunday. Unless otherwise agreed to by the individual concerned, all members of the faculty must have two consecutive days off in each week including either Saturday or Sunday, except for days scheduled pursuant to C(1) above. Teaching faculty may be required to work a sixth day in a work week no more than twice per academic year. A teaching faculty member who, on a given work day, has no scheduled classes, no committee, department, division, faculty or staff meetings, or other professional responsibilities as provided in this Agreement shall not be required to be present at the college, provided, however, that such member shall be available for the performance of such professional responsibilities.

To the extent possible, the assignment of a teaching faculty member to a class schedule shall be based on mutual agreement between the faculty members, grouped by division or department, and the division or department head, and shall be subject to the approval of the CEO/President or his/her designee. If no agreement is reached, the CEO/President or his/her designee shall assign teaching schedules.

When possible, a faculty member may be granted scheduling privileges as to days and time of day by the CEO/President, in cases such as these:

(1) when the faculty member is engaged in special college- approved community service programs or special employer-approved activities;

(2) when the faculty member is engaged in a program of study relevant to his/her professional responsibilities at an accredited institution and has not been granted released time;

(3) when a faculty member is engaged in research or writing deemed by the CEO/President to be beneficial to the member and to the college;

(4) when there are circumstances of a personal nature warranting special consideration. In any of the above instances, arrangements must be worked out giving careful consideration to schedules of other faculty and staff and needs of students for particular courses. Such arrangements may occur only with the written approval of the CEO/President.

BOR PROPOSAL #6

ARTICLE 10 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 **CEO/President** may assign, provided that such duties shall be consistent with the mission of the college;
- (b) serve on college and division/department committees, if chosen;
- (c) respond to and work with multiple constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);
- (d) possess strong information literacy skills, including the ability to word process and to use spreadsheets, presentation ware, e-mail, ~~CD-ROM~~, compressed video, the Internet, the World Wide Web, **web-based learning platforms** and other distance communication modalities; **distance learning modalities**; demonstrate the ability to evaluate, synthesize, and make decisions from data (~~see side letter Re: Technology Training~~); **nonteaching professionals shall be required to attend any and all trainings on distance learning modalities without additional remuneration**;
- (e) attend and participate in commencement ceremonies, unless excused by the **CEO/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.

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 **CEO/President** to meet the needs of local campus subject to the approval of the President of the Connecticut State Colleges and Universities.

A bargaining unit member may request a copy of his/her job description and the employer will provide a copy.

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

(See side letter Re: Grade Placement.)

BOR PROPOSAL #7

ARTICLE 10 Working Conditions and Work Load

Section 6. General Provisions

A. Outside Employment

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

Outside employment shall be limited so as not to impair the performance of the professional staff member's professional responsibilities. Outside employment which requires the member's absence on a school day during that member's normally scheduled working hours when he should be available for professional responsibilities as provided in this Agreement is presumed to interfere with the performance of the duties and responsibilities of that member. Outside 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 CEO/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 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.

~~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% 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 CEO/President. In selecting professional staff members for the summer session, the CEO/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 CEO/President from offering summer school employment to nonbargaining unit members.

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

G. Inclement Weather or Other Emergency Condition

a. When classes are cancelled or a college is closed due to inclement weather or other emergency conditions, all employees need not to report to work and shall suffer no loss of pay or charge to accrued time. **Employees with the ability to telework will be expected to telework on any weather related closure day.**

H. Class Coverage

Each department, division, or discipline shall establish, subject to the approval of the academic dean, procedures for handling class coverage up to a maximum of one week of absence of a teaching faculty member. Thereafter, such teaching shall be compensated on the basis of the prevailing part-time lecturer-established by the Board of Regents.

I. Changes in Assignment of Professional Staff

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

J. Notice of Retirement or Resignation

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

K. Part-time Employment at Another Community College

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

L. Health and Safety

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

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

M. Assignment to Teach at Another College

By 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.

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.

O. Emeritus Status

The parties agree to incorporate the present BOR policy as it pertains to the CSU universities within the Connecticut State University system into the parties' respective CBAs.

Emeritus status maybe awarded to a professional staff member by the Board of Regents upon recommendation of the CEO/President or President of the Connecticut State Colleges and Universities, as appropriate. Persons eligible for emeritus status must have retired from state service with at least fifteen years of service to the college/system. A CEO/President or the President of the Connecticut State Colleges and Universities may,

however, request that the Board waive these minimum requirements in exceptional circumstances.

The following are the privileges and benefits of emeritus status: (1) formal announcement to professional staff and public; (2) separate listing in the college catalog; (3) placement on a select mailing list, including invitations to college functions and receipt of college publications; (4) invitation to participate in commencement exercises; (5) use of the library on the same basis as the active professional staff; (6) access to college email; and (7) course privileges for Emeritus members and their dependents. As appropriate, individuals granted emeritus status may also be afforded the benefits of staff parking and notification and attendance at staff meetings with the right to participate but not vote.

BOR PROPOSAL #8

ARTICLE 12
Promotion

Section 4. Salary

Upon promotion, a unit member's annual salary shall be increased at a rate set by management reflective of the employee's contributions and the System's financial outlook. ~~Upon promotion, a unit member's annual salary shall be increased by an amount as provided in the Stipulated Agreement entered by the parties on March 20, 2015.¹~~

BOR PROPOSAL #9

ARTICLE 12
Promotion

Section 6. Funding

~~Contract funding will be provided to colleges for promotions based on the contractual based calculations.~~ **Promotions shall be granted only if the CEO/President determines sufficient funding exists.**

~~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).~~

BOR PROPOSAL #10

ARTICLE 13 TERMINATION OR REASSIGNMENT FOR SPECIAL REASONS REDUCTION IN FORCE

Section 2. METHODS OF REDUCING THE WORKFORCE

- A. Attrition. Insofar as possible under the circumstances, the Employer shall attempt to permit the process of attrition to effectuate the required reduction in staff.
- B. Reassignment. When a reduction in staff is deemed necessary by the Employer every effort shall be made to reassign the affected employee to another academic position within the same or another department at the college where the reduction in staff occurs or at the same department or another department at another college, or to provide the employee with an assignment at two colleges which collectively comprise a full-time appointment in accordance with Article 8.3.4; provided, however (a) that no such reassignment shall be made unless such Bargaining unit member is qualified for the newly assigned work and (b) that such reassignment shall only be made to a position then vacant.

If the Employer determines that a Bargaining unit member may, with limited retraining, qualify for reassignment to an academic position then vacant, such Bargaining unit member may be granted up to one year's leave of absence without pay in order to obtain the training that will qualify him/her for reassignment. The vacant position will be filled by special appointment for up to one (1) year, pending the Bargaining unit member's completion of required training during the specified time allotted.

- C. Layoffs. When attrition and reassignment are insufficient or inapplicable methods of effectuating the required reduction in staff, bargaining unit members shall be laid off in accordance with the following:
 - (1) The Employer may lay off on a system-wide basis or may limit the layoff to a specific department or technology. For the purposes of this Article, the library and counseling office at each college shall be considered a department.
 - (2) In accordance with Section 1 above, the order of layoff of bargaining unit members shall be as follows:
 - a. Part-time employees on special appointment
 - b. Full-time employees on special appointment
 - c. Part-time employees on terminal appointment
 - d. Full-time employees on terminal appointment
 - e. Part-time employees on regular appointment
 - f. Full-time employees on regular appointment
 - g. Employees on tenured appointment

Layoffs in each category listed above in this section shall be based upon both the academic needs of the System and seniority.

- (3) Non-bargaining unit employees in teaching and non-teaching administrative positions shall be laid off before bargaining unit employees except the employer may retain non-bargaining unit employees with special qualifications which cannot be readily replicated by bargaining unit

employees.

- a. A bargaining unit member who feels that he/she is qualified to teach and/or perform the job duties of positions in a different department within the System shall submit to the Employer a completed candidate summary form as provided by the Employer. This candidate summary form shall be filed by a tenured bargaining unit member within ninety (90) days of a grant of tenure. An updated candidate summary form shall be filed when the tenured bargaining unit member's status changes; the window period for such filing shall be September 1 through November 30 of each academic year.
 - b. The Employer shall inform the candidate of its decision regarding the candidate's qualification to teach and/or perform the job duties of a position in a different department within a reasonable period of time after the filing of the form, said time generally to be within sixty (60) days after the filing of a form upon a grant of tenure or sixty (60) days after the close of the annual window period.
- (4) Seniority shall be defined as current, continuous service measuring from the Employee's most recent date of appointment or most recent date of hire to a bargaining unit position. Part-time bargaining unit employees shall accrue seniority without regard to the number of hours worked. Within sixty (60) days after the effective date of this Agreement, the Employer shall provide the Congress with a seniority list of bargaining unit employees.
- (5) Notice of Layoffs. The Employer shall give at least **three (3)** ~~twelve (12)~~ months' notice of layoff.
- (6) Recall. Employees who have been laid off shall be eligible for recall for a period of two years to a position at any college in the same department from which they were laid off or in a department in which they previously served. The order of recall shall be the most senior qualified employee for the available position. Employees shall receive notice of recall opportunities by registered letter at their last known address. A recalled employee must respond by registered letter within fifteen (15) calendar days. After the passage of fifteen (15) calendar days, recall rights shall be lost for that position and the next senior qualified employee for the available position shall be recalled. For two years after a layoff, the President of the Congress shall be notified of any bargaining unit positions to be filled in the System.
- (7) Scope of Grievance Arbitration. The determination of whether to reduce the workforce, the scope of such reduction of the workforce, the determination of what part of the workforce to reduce and the determination of qualifications for reassignment shall not be grievable or arbitrable.
- (8) Expedited Grievance-Arbitration. Grievances involving or affecting a reduction in force shall be expedited as follows:
- a. Filed with the President of the Connecticut State Colleges and

Universities within seven (7) calendar days, with or without a meeting;

- b. Written response within seven (7) calendar days, with or without a meeting;
- c. Arbitrator to be selected who can hear the case within twenty (20) days;
- d. Decision to be rendered within five (5) calendar days after the close of the hearing.

BOR PROPOSAL #11

ARTICLE 17
Sabbatical Leave

Section 4. — Number

~~In each year of this Agreement, there shall be allocated a maximum of twenty six (26) sabbaticals per academic year to be administered in accordance with applicable contract provisions.~~ **The allocation of Sabbaticals shall be such that the institution can ensure the effectiveness of its efforts to achieve an equitable educational experience for all of its students and to ensure the institution has sufficient autonomy and control of its programs and operations consistent with its mission.**

BOR PROPOSAL #12

ARTICLE 19 Other Leaves

Section 1. Leave of Absence Without Salary

A. Leaves Unrelated to Medical or Family Leave

The CEO/President may grant a leave of absence without salary upon the request of a professional staff member for a period not to exceed two years. Professional staff members are eligible for leave of absence without salary after two years of full-time service on standard appointment, except that a leave for educational advancement may be granted after one year of service. An individual who believes his/her leave was unreasonably denied may forward his/her request to the President of the Connecticut State Colleges and Universities with a statement of his/her position. The decision of the President of the Connecticut State Colleges and Universities shall be final.

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

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

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

~~B. Medical, Parental and Family Leaves **Family and Medical Leaves**~~ ~~Medical, parental and family leaves are available as follows:~~

~~(1) Medical Leave~~

~~(a) After exhaustion of accrued sick leave and upon establishment of the actual disability of a professional staff member who has two (2) or more years of service on standard appointments, such professional staff member shall be entitled to a medical leave without salary not to exceed two (2) years from the date sick leave accrual is or was exhausted (such exhaustion date to be determined without reference to sick leave days accrued after the disability commenced). Said **Medical** leave shall include any leave pursuant to Section 31-51kk of the Connecticut General Statutes.~~

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

~~(2) Parental Leave~~

~~(a) Parental leave without salary not to exceed two (2) years may be granted by the President to professional staff members after one (1) year of service on~~

~~standard appointment. An individual who believes that his/her request for leave was unreasonably denied may forward his/her request with a statement of his/her position to the President of the Connecticut State Colleges and Universities. The decision of the President of the Connecticut State Colleges and Universities shall be final.~~

~~(b) — Such leave without salary shall be granted to permanent professional staff members after six (6) months of service for a period not to exceed a maximum of twenty four (24) weeks in any two (2) year period. As used in this Article, “parental leave” shall be defined as leave for the purpose of: (a) rearing a child for whom the professional staff member has legal responsibility; or (b) the prenatal and postnatal care of a wife.~~

(3) **(2) Family Leave**

~~All permanent professional staff members after six (6) months of service shall be entitled to family leave without salary not to exceed a maximum of twenty four~~

~~(24) weeks in any two (2) year period. As used in this Article, “family leave” shall be defined as a leave necessitated by a serious illness suffered by the permanent professional staff member’s own parent, spouse, or child. **Family leave shall include any leave pursuant to Section 31-51kk of the Connecticut General Statutes.**~~

(4) **(3) Benefits**

~~(a) The employer shall pay for the continuation of health insurance benefits covered by Section 38a-554 of the Connecticut General Statutes. ~~for professional staff members during parental leave under Section 1B(2)(b), above, family leave under Section 1B(3), above, and medical leave under Section 1B(1)(b), above. In order to continue any other health insurance coverage during such leaves, the professional staff member shall contribute that portion of the premium the professional staff member would have been required to contribute had he/she remained an active employee during the leave period.~~~~

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

(5) **Reinstatement**

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

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

(6) Definitions

For all purposes under this Article, "permanent professional staff member" shall be defined as to have the same meaning as the phrase "permanent employee" in Section 31-51kk of the Connecticut General Statutes, to wit: a bargaining unit employee who has served in his/her bargaining unit position for a period of more than six months, except employees in positions funded in whole or in part by the Federal Government as part of any public service employment program, on-the-job training program, or work experience program. "Serious illness" shall be defined as that phrase is defined in Section 31-51kk of the Connecticut General Statutes to wit: an illness, injury, impairment, or physical or mental condition that involved (1) inpatient care in a hospital, hospice, or residential care facility or (2) continuing treatment or continuing supervision by a health care provider.

BOR PROPOSAL #13

ARTICLE 21 Salary and Fringe Benefits

Section 1. Salary

A. General Wage Increase

The board proposes a 0% wage increase for the life of the agreement. Except as provided otherwise in subsection B of this Section, any general wage increase provided in this subsection shall be added to and become part of the base salaries of members of the bargaining unit and shall be additional to the annual salaries to which bargaining unit members are entitled. During the term of this Agreement, members of the bargaining unit shall receive general wage increases as follows:

~~Effective July 1, 2016, bargaining unit members shall receive a one-time professional development grant payment from respective bargaining unit grievance/ equity accounts. Said amounts shall be determined by the respective bargaining units and subject to management approval which shall not be unreasonably withheld. Said grant payments shall be paid no later than September 1, 2017.~~

~~Effective July 1, 2017, there shall be no wage increases (0%). Three (3) furlough days to be scheduled by mutual agreement with no harm to seniority or accruals. The cost of the three (3) furlough days shall be charged to the corresponding bargaining units' grievance/ equity accounts.~~

~~The specific amounts shall be subject to mutual agreement, but in no event, shall it be unreasonably withheld.~~

~~Effective July 1, 2018, lump sum payments shall be processed consistent with 2017 SEBAC Agreement.~~

~~Effective July 1, 2019, a 3.5% General Wage Increase plus a step increase shall be processed.~~

~~Effective July 1, 2020, a 3.5% General Wage Increase plus a step increase shall be processed.~~

~~All wage/ non wage and miscellaneous rates of pay including longevity shall be increased consistent with the wage schedule above. (Longevity, coaches, part time lecturer, part time EA, part time nursing, nursing/dental course leader, program coordinators (cash), department chairs (cash), PC/DC call in rates, payments in lieu of additional teaching).~~

~~Top step bonuses shall be paid to those members at the top step effective July 1, 2016 and charged (66%) to the respective bargaining units' grievance/equity accounts. Top step bonuses shall be paid to those members at the top step effective July 1, 2017 and charged (66%) to the respective bargaining units' grievance/equity accounts. Top step bonuses will then be paid in accordance with SEBAC 2017.~~

B. Salary Schedules

The salary schedules for ~~FY2016-17, FY2017-18, FY2018-19, FY2019-20 and FY2020-21~~ shall be as set forth in Schedule C.

C. Withholding of Increments

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

D. Miscellaneous Rates of Pay

(1) Nursing and Dental Course Leaders shall be paid at the following per semester rate:

| <u>2017-2018</u> | <u>2018-2019</u> | <u>2019-2020</u> | <u>2020-2021</u> |
|------------------|------------------|------------------|------------------|
| \$4,769 | \$4,769 | \$5,031 | \$5,308 |

(2) The cash payment for Program Coordinators shall be as follows:

| <u>2017-2018</u> | <u>2018-2019</u> | <u>2019-2020</u> | <u>2020-2021</u> |
|------------------|------------------|------------------|------------------|
| \$4,989 | \$4,989 | 5,263 | \$5,553 |

(3) The cash portion of the compensation for Department Chairs shall be as follows:

| | <u>2017-2018</u> | <u>2018-2019</u> | <u>2019-2020</u> | <u>2020-2021</u> |
|--|------------------|------------------|------------------|------------------|
| Per FTE faculty in the department below 17 FTE | \$202 per FTE | \$202 per FTE | \$213 per FTE | \$225 per FTE |
| Per FTE faculty commencing with th the 17 FTE | \$513 per FTE | \$513 per FTE | \$541 per FTE | \$571 per FTE |

(4) The Department Chair daily summer call-in rates shall be as follows:

| <u>Summer 2017</u> | <u>Summer 2018</u> | <u>Summer 2019</u> | <u>Summer 2020</u> |
|--------------------|--------------------|--------------------|--------------------|
| \$425 | \$425 | \$448 | \$473 |

E. Other Allocations

a. ~~In each year of this Agreement, there shall be allocated 1% of payroll to fund promotions and merit awards each fiscal year for the duration of the collective~~

bargaining agreement effective July 1, 2016. Said funding shall commence, however, effective July 1, 2017. Any funds not spent on promotion shall revert back to the BOR. **All allocations for Merit Awards, Sabbatical Leave, and Professional development shall be determined by the Board.**

- b. ~~In each year of this Agreement, there shall be allocated a maximum of twenty six (26) sabbaticals per academic year for the Congress to be administered in accordance with applicable contract provisions. All unspent funds from previous contract years shall be returned to the board.~~

- e. ~~In each year of this Agreement, there shall be allocated 1.35% of payroll shall be allocated to fund professional development, to include nursing/dental refreshers, each fiscal year for the duration of the collective bargaining agreement 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.~~
- d. ~~The grievance/equity account for Congress (Acct #A803) shall continue to be funded as a contract account in the same manner in the collective bargaining agreement effective July 1, 2016 as they were in the 2007-2010 collective bargaining agreement.~~
- e. ~~All other contract accounts shall terminate and the benefits they support shall become funding obligations of the BOR. All remaining/ residual funds from existing contract accounts shall be transferred to the Congress grievance/equity account respectively. Funds that are transferred shall be used in accordance with existing parameters applicable to the grievance/ equity account. Funds presently in the Minority Fellowship account shall also be transferred to the respective bargaining units' grievance/equity accounts on a proportionate basis.~~

F. Increase in Gross Payroll

The increase in the Gross Payroll resulting from increases per Article XXI, Section 1. E. (a), (c) and (d) above shall be equal to, and the "roll-out" into the next fiscal year shall not exceed, the cash value for that fiscal year.

BOR PROPOSAL #14

ARTICLE 21
Salary and Fringe Benefits

Section 12. Overpayments

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

BOR PROPOSAL #15

ARTICLE 25
Term and Duration of Agreement

Section 1. This Agreement shall be effective July 1, ~~2016~~**2021**, and shall expire June 30, ~~2021~~**2023**.

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

BOR PROPOSAL #16

SALARY SCHEDULES
Schedules & Lump Sum Values

SCHEDULE C SALARY SCHEDULES AND LUMP SUM VALUES
FY 2017, 2018, 2019, 2020 & 2021
Faculty Salary Schedules

SCHEDULE D
Value of Step for Purposes of Reclassification of Non-Teaching Employees

SCHEDULE E
Miscellaneous Rates of Pay

Summary of Miscellaneous Rates of Pay (2018-2021)

CSCU proposes deleting the Salary Schedules for all years prior to FY21 as they are out dated language.

BOR PROPOSAL #17

SIDE LETTER Merit Awards, Educational Excellence Awards

RE: MERIT AWARDS, EDUCATIONAL EXCELLENCE AWARDS AND DISTINGUISHED SERVICE AWARDS

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 are non-recurring. The monetary amount awarded for Merit Award will be at the discretion of the Board and based on available funding. They are paid from funds set aside for this purpose pursuant to the Collective Bargaining Agreements and will not impact college budgets.~~

Nominations for Merit Awards can be provided by management, supervisors, peers, or the bargaining unit member themselves. These nominations are forwarded to the College President no later than March 15th with selection and notification to the recipients and the System Office no later than April 15th.

Educational Excellence & Distinguished Service Awards

The Educational Excellence & Distinguished Service Award Program was established to recognize employees whose performance exemplifies excellence in teaching, leadership and administration. ~~The program involves recognition of one member per bargaining unit per college each year and provides tangible reward in two forms: (1) a non-recurring, lump sum payment of \$1,500; and (2) the opportunity to be awarded up to \$5,000 to support professional activities. They are paid from funds set aside for this purpose pursuant to the Collective Bargaining Agreements and will not impact college budgets.~~

Consideration is limited to full-time bargaining unit members with at least ten (10) years of service. Receipt of other merit recognition or promotion through the contractual process does not impact upon eligibility for recognition under the Educational Excellence and Distinguished Service Award program.

While no system-wide consideration process is specified, college presidents should be prepared to identify the process used, and ensure that all members of the college community are aware of the program and have an opportunity to nominate themselves or colleagues.

The Educational Excellence and Distinguished Service Award program recognizes extraordinary professional service through appropriate college acknowledgement, and rewards this achievement by providing a ~~\$1,500 lump sum payment~~, and an opportunity to make application for financial support of professional activities not ordinarily available. **The amount of said payment will be at the discretion of the Board.** ~~Up to \$5,000 may~~ **The payment may** be made available to the recipient for projects such as the following:

- Instructional Innovation. Included are proposals to enhance computer literacy, writing across the curriculum, designing new instructional materials, etc.
- Professional Development. Examples include special professional development activities such

as attendance at seminars, conferences, workshops or training programs that might not otherwise be possible through available professional development funds.

- **Alternative Assignment.** Integral to this category is the possibility of arranging for replacement of the award recipient to facilitate release from his/her normal assignments, in order to do special projects related to the college or the system. In this instance, funds may be used to replace the award recipient.

Please note that the **payment** ~~\$5,000~~ is available for professional activities or to replace the recipient where released time is granted. The funds may not be used as a cash award to the recipient nor to employ and compensate the recipient for the performance of additional responsibilities. **The granting of the above rewards is at the discretion of the Board and is based on available funding.**

BOR PROPOSAL #18

SIDE LETTER
Sabbaticals

RE: SABBATICALS

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

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

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

BOR PROPOSAL #19

SIDE LETTER Retraining

RE: RETRAINING

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

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

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

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

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

BOR PROPOSAL #20

SIDE LETTER
Part Time Nursing (General Fund)

~~RE: PART-TIME NURSING (GENERAL FUND)~~

~~Part time nursing salaries shall be increased each year by the total package percentage increase negotiated by the parties.~~

BOR PROPOSAL #21

SIDE LETTER
Technology Training

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

BOR PROPOSAL #22

SIDE LETTER

Technology Training Labor Management Committee

RE: TECHNOLOGY TRAINING LABOR MANAGEMENT COMMITTEE

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

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

BOR PROPOSAL #23

SIDE LETTER
Nursing/Dental Faculty Paid Leaves

~~RE: NURSING/DENTAL FACULTY PAID LEAVES~~

~~Professional development funds as outlined in Article XXI, Section 1(E)(c) shall be available to provide for paid leaves for nursing/dental faculty. The nature of such leaves and the conditions under which they may be granted by the Board shall be the subject of consideration by a joint committee, whose recommendation shall be subject to agreement, including agreed to modification, by the parties.~~

BOR PROPOSAL #24

SIDE LETTER
Nursing/Dental Faculty Course Leaders

~~RE: NURSING/DENTAL FACULTY COURSE LEADERS~~

~~In 2007-08, \$75,045 shall be available to the colleges for payments to nursing and dental course leaders for each individual who fulfills such responsibilities; compensation may be shared by more than one individual on a pro-rata basis. In 2008-09, \$78,797 shall be available for such payments; in 2009-10, \$82,737 shall be available for such payments.~~

~~It is understood that the Board intends to establish uniform job description(s) for course leaders. It is also understood that course leader responsibilities have been traditionally assigned after consultation with members of the appropriate departments or divisions. For the purpose of maintaining good labor relations, and without waiving its position that this matter is not a mandatory subject of bargaining, the Board of Regents has indicated that this practice will be continued, with the understanding that such consultation may not be appropriate in all circumstances. The Board will consult with the Unions before it modifies this practice but hereby reserves the right to do so.~~

BOR PROPOSAL #25

SIDE LETTER
Establishment of a Study Committee

RE: ESTABLISHMENT OF A STUDY COMMITTEE

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

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

BOR PROPOSAL #26

SIDE LETTER
Consultation

RE: CONSULTATION

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

BOR PROPOSAL #27

SIDE LETTER

Protocols for Distance Learning

RE: PROTOCOLS FOR DISTANCE LEARNING

I. Reopener Provision

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

II. Statement of Intent

The use of technology is now an important part of instructional delivery, not only because of its potential for enhancing the learning experience, but also because of the expectations of our students. To that end, the parties reiterate their ongoing support for the infusion of technology to enhance the learning environment of our colleges.

Integral to our success will be the provision of learning opportunities for faculty and staff and appropriate support of these activities.

III. Nature of the Agreement

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

IV. Labor Management Committee

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

- a. The use of technology training dollars;
- b. The identification of intellectual property issues;
- c. Contract issues that relate to distance learning, including evaluation of online instruction;
- d. Issues concerning training, support and the introduction of new technologies to enhance distance learning opportunities for students;
- e. Issues relating to courses other than courses that are fully online.

It is contemplated that the President of the Connecticut State Colleges and Universities will issue Guidelines that may address the subjects discussed by the labor management committee, as well as other subjects that bear on distance learning. The guidelines will not restrict or limit the discussions within the committee and both parties can introduce issues that are consistent with section II of this agreement. The President of the

Connecticut State Colleges and Universities's Guidelines will not be subject to contract grievance and arbitration processes.

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

V. ~~Intellectual Property~~

A. ~~Recognizing that the concept of "shared use" of distance learning course materials addresses the interests of the faculty and the employer, this section of the agreement sets out a mutually beneficial framework of understanding. The concept of shared use provides incentive for the creation of intellectual property and recognizes the distinction between intellectual property created in the course of employment and work created independently of such employment.~~

B. ~~In the case of distance learning courses developed by faculty in the course of employment, the faculty member may use such course materials while teaching as an adjunct within the system or in another higher education setting. It is recognized however that there are limitations inherent, e.g.:~~

- ~~1. Limitations on the use of the licensed platform (currently a WebCT product);~~
- ~~2. Circumstances under which course materials may not be used by the faculty member for instructional purposes elsewhere;~~
- ~~3. The responsibility of faculty who use their course materials to teach elsewhere to avoid infringing the copyrights of others;~~
- ~~4. Limitations derived from the Code of Ethics for Public Officials.~~

C. ~~Consistent with the concept of shared use, the employer may also use distance learning course materials developed by faculty within the system, provided that the employer informs and consults with the faculty member who developed the materials prior to doing so, where this is reasonably feasible.~~

D. ~~Generally, faculty will be responsible for maintaining and keeping their course materials current. Accordingly, the faculty member should have the initial opportunity to teach the distance learning course where he/she has continued to keep the course content current.~~

E. ~~There a faculty member desires to develop distance learning course materials outside the employment context, such intent should be communicated to the~~

~~employer promptly so that there may be a common understanding regarding the specific circumstances of use of such course materials for teaching within the system.~~

~~VI. Evaluation~~

- ~~a. The parties agree that there should be a template for student assessment of distance learning course sections. The labor management committee shall have the opportunity to make recommendations concerning a student assessment form. It is recognized that the value of information gathered in this manner may be affected by the extent of student participation.~~

- ~~b. Faculty evaluation will otherwise be done in accordance with a process equivalent to the existing practice for on-campus classes. The labor management committee shall have the opportunity to make recommendations concerning this evaluation process.~~

~~VII. Bargaining Unit Placement~~

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

~~VIII. Duration~~

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

SIDE LETTER
Interim Bargaining on Distance Learning

~~RE: INTERIM BARGAINING ON DISTANCE LEARNING~~

~~The parties hereby agree that they will negotiate concerning the above subject during the term of this Agreement, notwithstanding the provisions of Article XXIII. The parties agree to commence said negotiations on distance learning by December 1, 2017 unless otherwise agreed to by the parties.~~

SIDE LETTER
Reopener Negotiations

RE: REOPENER NEGOTIATIONS

The Board and the Congress Union agree that negotiations for this 2016-2021 contract shall be reopened to permit negotiation of the following items:

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

~~RE: PROGRAM COORDINATOR / DEPARTMENT CHAIR: Parties agree to negotiate and formulate job descriptions for Program Coordinator and Department Chairs.~~

~~RE: ADDITIONAL TEACHING DUTIES~~

~~The parties agree to reopen negotiations regarding cooperative teaching/internships, independent study and advisory work.~~

~~RE: Equity in Wages~~

~~The parties agree to reopen negotiations on the issue of addressing equity in wages throughout the Connecticut State University and Colleges System. Said reopener shall not occur prior to July 1, 2018.~~

~~RE: GAP INSURANCE~~

~~The parties agree to jointly seek Request for Production (RFP) for disability insurance and negotiate the impact of its cost.~~

BOR PROPOSAL #30

Part – Time Agreement Article 9
Workload and Working Conditions

A. Inclement Weather or Other Emergency Condition

When classes are canceled or the college is closed due to weather or other circumstances, all Faculty Members (both teaching and non-teaching) need not report to work and shall suffer no loss of pay or charge to any other leave. **Employees with the ability to Telework will be expected to telework on any weather related closure day.**

BOR PROPOSAL #31

Part – Time Agreement Article 14

Compensation

Article XIV – Compensation

(1) The part-time lecturer rates for the 2016-2021 contract will be as follows:

| | Less Than 18 Hours | More Than 18 Hours |
|-----------|---------------------------|---------------------------|
| Fall 2017 | \$1,546 | \$1,663 |
| Fall 2018 | \$1,546 | \$1,663 |
| Fall 2019 | \$1,631 | \$1,754 |
| Fall 2020 | \$1,721 | \$1,851 |

(1) The minimum hourly rates for part-time (less than twenty hours per week) Educational Assistants for the 2016-2021 contract shall be as follows:

| | Fall 2017 | Fall 2018 | Fall 2019 | Fall 2020 |
|--------------------|------------------|------------------|------------------|------------------|
| Associate’s Degree | \$24.94 | \$24.94 | \$26.31 | \$27.76 |
| Bachelor’s Degree | \$28.88 | \$28.88 | \$30.47 | \$32.14 |
| Master’s Degree | \$34.59 | \$34.59 | \$36.49 | \$38.50 |
| Master’s + 4 Years | \$42.78 | \$42.78 | \$45.13 | \$47.62 |

(2) The minima for part-time (less than twenty hour per week) Clinical (Nursing) Educational Assistants shall be as follows for the 2016-2021 contract:

| Fall 2017 | Fall 2018 | Fall 2019 | Fall 2020 |
|------------------|------------------|------------------|------------------|
| \$77.51 | \$77.51 | \$81.77 | 86.27 |

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

| Fall 2017 | Fall 2018 | Fall 2019 | Fall 2020 |
|------------------|------------------|------------------|------------------|
| \$11,450/course | \$11,450/course | \$12,080/course | \$12,744/course |

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

(5) ~~Coaches shall be paid in accordance with Schedule E (Miscellaneous Rates of pay).~~

Stipulated Agreement

In the matter of Faculty Promotion Calculations and Miscellaneous Rates of Pay

CSCU proposes to delete this agreement

Stipulated Agreement
In the matter of Faculty Promotion Calculations and Miscellaneous Rates of Pay
with
The Federation of Technical College Teachers, AFT, Local 1942, AFL-CIO
and
The Congress of Connecticut Community Colleges
and
AFSCME, Local 2480, Council 4
and
The Board of Regents for Higher Education

1. This agreement is between the Board of Regents (hereinafter referred to as "BOR") and the Federation of Technical College Teachers, The Congress of Connecticut Community Colleges and AFSCME, Local 2480, Council 4 (hereinafter collectively referred to as "unions") and resolves simultaneously the Faculty Promotion Calculation Grievance and the Miscellaneous Rates of Pay Grievance (i.e., The proposed terms set forth below are a package settlement and; therefore, one of the cases cannot be resolved without at the same time resolving the other one.).
2. **The Faculty Promotion Calculation Grievance:** For academic years 2013-14, 2014-15 and 2015-16, the BOR agrees to utilize the historical* pay calculation method (acknowledging that in 2013-14, the order of calculation was different due to the SEBAC Agreement and MOA "To Clarify the Implementation of the Salary Increases for FY 2014") and then identify "impacted members" by comparing individual salary outcomes for promoted faculty with the pay calculation method proposed by the unions which applies calculations in the following order: (1) Promotion, (2) General Wage Increase (GWI) and (3) Annual Increment (AI). Any "impacted members", individuals that would have received a greater increase using the union's proposed calculation method (as identified on Attachment A for 2013-14 & Attachment B for 2014-15), will be advanced one step within the rank to which they were promoted and will receive the corresponding current biweekly rate of pay for the new step effective April 3, 2015 (paycheck date 5/1/15).

*Historical pay calculation applies calculations in the following order: (1) General Wage Increase (GWI), (2) Annual Increment (AI) and (3) Promotion.
3. **The Faculty Promotion Calculation Grievance:** For academic year 2015-16, the "impacted members" as described above will be advanced one step within their new rank and will receive the corresponding biweekly rate of pay for the new step effective July 24, 2015 (paycheck 8/21/15).
4. **The Faculty Promotion Calculation Grievance:** Any extra monies needed to fund the additional pay produced by advancing the "impacted members" by one step will come from the contractual promotions accounts and no new money outside of contractual funds will be utilized for this purpose. This will follow the typical accounting method for promotions which includes funding the new dollars (cash amount) required. Rollout balances will be adjusted accordingly.

02/20/2015

Stipulated Agreement

In the matter of Faculty Promotion Calculations and Miscellaneous Rates of Pay

Page 2 of 2

5. **Miscellaneous Rates of Pay Grievance:** The BOR agrees to utilize the effective date of July 1st for implementing the Miscellaneous Rates of Pay increases for FY 2015-16 as proposed by the unions. Any employee receiving a Miscellaneous Rate of Pay who has an assignment beginning on or after July 1, 2015, shall receive the increased 2015-16 pay rate. See Attachment C for specific Miscellaneous Rates of Pay categories. A total of \$70,000 from the contractual grievance accounts will be utilized to offset the expense of implementing the rate increase on July 1st as described above. (Congress: 56,000.00, AFT: 11,900.00, AFSCME: 2,100.00)
6. The unions will withdraw both pending grievances that are currently before Arbitrator Golick.
7. No party to this agreement may refer to this settlement as constituting any type of precedent for any future negotiation or grievance but may be introduced in a proper forum solely to enforce its terms.



3-19-2015

Eric Chester
Counsel for
The Federation of Technical College Teachers, AFT, Local 1942, AFL-CIO



3-19-2015

Eric Chester
Counsel for
The Congress of Connecticut Community Colleges



3-19-2015

Eric Chester
Counsel for
AFSCME, Local 2480, Council 4



3/20/15

Laurie G. Dunn
Interim Vice President for Human Resources
Board of Regents for Higher Education

Attachments: A, B & C

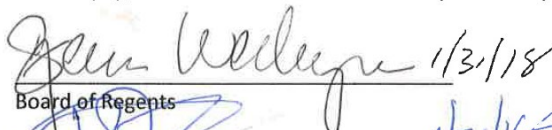
Memorandum of Agreement (Not in Contract)
Agreement concerning Clinical Nursing and Allied Health Faculty

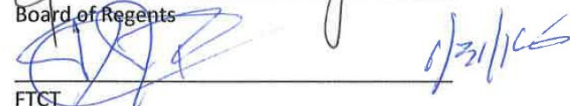
MEMORANDUM OF AGREEMENT


The Federation of Technical College Teachers (FTCT) and the Congress of Connecticut Community Colleges (Congress) 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.

The FTCT, the Congress and Board agree to the following terms:

1. ~~Clinical Nursing and Allied Health Faculty shall have their compensation adjusted to reflect a sixty minute contract/credit hour at the Level II Part Time Lecturer (PTL) rate for the respective years said faculty work those hours.~~
 - a. ~~Said rate is currently \$110.86 per clock hour for July 1, 2017 and July 1, 2018.~~
2. ~~The PTL rate shall be the rate of compensation for Fiscal Year 2018 (July 1, 2017 to June 30, 2018) and Fiscal Year 2019 (July 1, 2018 to June 30, 2019).~~
3. ~~Effective July 1, 2019 and thereafter, the rate of compensation shall be at the contractual rate of pay, which shall be their annual salary divided by 480.~~


Board of Regents 1/31/18


FTCT 1/31/18


Congress 2/2/18