

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
STATE COLLEGE ORGANIZATION
OF ADMINISTRATIVE FACULTY
AFSCME - COUNCIL 4 - LOCAL 2836
AND
THE BOARD OF TRUSTEES FOR THE
CONNECTICUT STATE COLLEGES

1982 - 1984



THE STATE COLLEGES

EDUCATING CONNECTICUT SINCE 1849

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PREAMBLE

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

AGREEMENT

This Agreement is made and entered into this first day of July, 1982 by and between the Connecticut State College Organization of Administrative Faculty, AFSCME, Council 4, Local 2836 AFL-CIO (designated as an employee organization by CGS 5-270 to 5-280 and hereinafter referred to as "SCOAF/AFSCME"), the Board of Trustees of the Connecticut State Colleges (designated as an employer by CGS 5-270 to 5-280 and hereinafter referred to as the "Board"), and the State of Connecticut.

ARTICLE 1

DEFINITIONS

- 1.1 "BOARD" (also called "EMPLOYER") - The Board of Trustees for the Connecticut State Colleges.
- 1.2 "CONNECTICUT STATE COLLEGES" (also called "COLLEGES") - Central Connecticut State College, Eastern Connecticut State College, Southern Connecticut State College, and Western Connecticut State College (including any laboratory schools, branches, divisions, or subdivisions thereof), both individually and collectively.
 - 2.1.1 "PRESIDENT" - The Presidents of the State Colleges, both individually and collectively.

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- 1.3 "MANAGEMENT" - The Board, its executive officers and executive staff, including (but not limited to) the Presidents, Vice-Presidents, Deans of the Colleges, and all such other management personnel, as defined in CGS 5-270 to 5-280. The term does not include bargaining unit members as defined in CGS 5-270 to 5-280 or bargaining unit members as defined in Article 1.6.
- 1.4 "BARGAINING UNIT" - The bargaining unit representing the administrative faculty members of the State Colleges as described in Article 2 of this Agreement.
- 1.5 "STATE COLLEGE ORGANIZATION OF ADMINISTRATIVE FACULTY - AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 4" (also called "SCOAF/AFSCME" or "UNION") - The exclusive representative of employees in the bargaining unit, pursuant to certification by the Connecticut State Board of Labor Relations.
- 1.6 "ADMINISTRATIVE FACULTY MEMBERS" (also called "MEMBERS" and "MEMBERS OF THE BARGAINING UNIT") - Unless expressly specified otherwise, these terms are interchangeable and shall refer to the following employees of the State Colleges: those members of the bargaining unit who are full-time or part-time employees regularly assigned twenty or more hours per week in an administrative capacity.
- 1.7 CALENDAR
- 1.7.1 "FISCAL YEAR/CONTRACT YEAR" - The 12 (twelve) consecutive months beginning July 1 and ending the following June 30.
- 1.7.2 "ACADEMIC YEAR" - That period beginning on the first day of the academic year designated by the Board and ending on the last day of the same, inclusive.
- 1.7.3 "TWELVE (12) MONTH YEAR" - That work period specified for administrative faculty covering 261 work days.
- 1.7.4 "TEN (10) MONTH YEAR" - That work period specified for administrative faculty covering 217 work days. These work days shall be consecutive, inclusive of paid holidays.
- 1.8 "YEARS OF SERVICE" - The cumulative number of administrative and/or academic years of service at the Connecticut State Colleges. For academic credit toward years of service, service for one-half (1/2) of a semester but less than a full semester shall be considered one-half (1/2) of an academic year's service.

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For administrative credit, a year of service shall consist of the member's full contracted year of service. Unless otherwise specified in this Agreement, service need not be consecutive to retain credit for "years of service." Time spent on any sabbatical leave shall be deemed "service." Time spent on any other paid leave of absence shall be deemed "service" on a pro-rated basis.

1.9 RULES OF CONSTRUCTION

- 1.9.1 "GENDER AND NUMBER" - The masculine and feminine gender import one another, and the singular shall include the plural whenever applicable or necessary for proper construction.
 - 1.9.2 "APPLICATION OF AGREEMENT" - All provisions of this Agreement shall apply to all members of the bargaining unit.
 - 1.9.3 "HEADINGS" - Headings and captions are used in this Agreement for purposes of convenience only and do not carry substantive meaning.
- 1.10 "AGREEMENT" - synonymous with contract.

ARTICLE 2

RECOGNITION OF SCOAF/AFSCME

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

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

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While Management retains the right to meet with individuals to hear views on any matters, it is agreed that Management will not negotiate individually with any administrative faculty member or with any other organization pertaining to matters of wages, hours, and conditions of employment of a bargaining unit member, and the Board will not employ a member on terms less favorable than those stated herein.

ARTICLE 3NON-DISCRIMINATION

The Board of Trustees and SCOAF/AFSCME agree that no member of the bargaining unit shall be discriminated against in violation of the law or with respect to any legal behavior not directly detrimental to students or to other members of the college community.

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

ARTICLE 4RIGHTS AND RESPONSIBILITIES
OF THE BOARD OF TRUSTEES

It is recognized by the parties that pursuant to Section 10-109b of the General Statutes, the Board of Trustees is the state agency solely responsible for overseeing the administration of the State Colleges, including their maintenance, operation, and the administration and allocation of all authorized appropriations.

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

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ARTICLE 5

UNION RIGHTS

- 5.1 Employees shall have the right to join and participate in, or to refrain from joining and participating in SCOAF/AFSCME. There shall be no discrimination, interference, restraint, or coercion by the College or SCOAF/AFSCME against any employee because of membership or non-membership in the Union. The Board further agrees that it will not restrict or impair the rights of the administrative faculty to bargain through its representatives on questions of wages, hours, and other conditions of employment, or to engage in other concerted activities for the purpose of collective bargaining.
 - 5.1.1 The Board agrees to notify all new administrative faculty members that SCOAF/AFSCME is their sole bargaining agent. The Board shall promptly notify the Union of all changes in the employment status of bargaining unit members and the reason for such changes.
- 5.2 The Board and the Union agree to furnish, upon written request, all information necessary to administer the Agreement or to prepare for collective bargaining. The written request must generally describe the information required and the reason for the material. The Board or the Union must respond within seven (7) calendar days and must deliver the material within a reasonable time period. Any costs for the same shall be reimbursed by the requesting party at rates established by the State.
- 5.3 The Union shall have reasonable use of the College's duplicating, printing, mail, photographic, food, and telephone services as well as physical facilities and audio-visual equipment provided that such use does not interfere with scheduled college activities and responsibilities. The direct cost for these services shall be reimbursed to the College through direct provision, replacement of supplies used, or by payment upon issue of a proper invoice.

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- 5.3.1 Use of the computer when such use does not interfere with scheduled college activities shall be available to the Union at no cost provided that (1) the request is written, (2) the Union provides its own systems, programming, and supplies, (3) the college operates the equipment, and (4) the data so generated will be made available to the Board.
- 5.3.2 The Union shall indemnify the College for any negligent damage to equipment caused during its use by the Union.
- 5.4 The Board agrees to provide the Union with reasonable office space at each State College. Employees of the Union shall have the same parking privileges at the State Colleges as members of the bargaining unit.
- 5.5 Representatives of the Union shall be entitled to appear, upon request, before the Personnel and Employee Relations Committee of the Board on matters related to terms and conditions of employment after submitting a brief written statement of the subject of concern and obtaining an approved agenda schedule.
- 5.6 The Board and SCOAF/AFSCME encourage periodic meetings between the Presidents of the State Colleges and SCOAF/AFSCME Chapter Officers and similar meetings of the Board's Executive Director (or designee) and the Executive Officers of SCOAF/AFSCME. The purpose of these meetings shall be to discuss the overall relationship between the parties to this Agreement. The parties agree and understand that such meetings shall not be used for the purpose of negotiation.

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

The parties acknowledge that, in accordance with CGS 5-270 to 5-280 each employee in the bargaining unit, whether or not a member of SCOAF/AFSCME, shall as a condition of continued employment tender to the Union an amount equal to the regular dues, fees and assessments authorized and collected from its membership.

To implement this provision, the Board shall deduct from each salary payment payable to a bargaining unit member a sum equal to one twenty-sixth (1/26th) of the annual charges for dues (for members of SCOAF/AFSCME), service fees (for non-members), initiation fees and assessments (if any), and pay such monies to the Union within fourteen (14) calendar days after the comptroller has forwarded said amount to the colleges.

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Both parties to this Agreement recognize that a percentage dues structure may be applied so that the amount withheld varies with changes in base salary.

ARTICLE 7

UNION ACTIVITIES

7.1 Meetings

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

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

7.2 The SCOAF/AFSCME Local President shall be allowed an average of seven (7) hours of released time per week for the purpose of handling grievances, meeting with the Board, and carrying out other duties associated with the office. Chapter Presidents shall be granted an average of six (6) hours of released time per week for the purpose of handling Union business as necessary. When the Local President is also the SCOAF/AFSCME Chapter President, he may reassign his six (6) campus hours to another individual with written notification of such reassignment to the College President.

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

ARTICLE 8ACADEMIC FREEDOM

The Board and SCOAF/AFSCME subscribe to the principle of academic freedom as defined in the 1940 AAUP Statement on Academic Freedom and Tenure as follows:

SCOAF/AFSCME and the Board reaffirm adherence to principles of academic freedom in professional activity as a right that cannot be denied or abridged. An administrative faculty member shall have the latitude to report the truth as he sees it in all appropriate forums--including but not limited to office, classroom, publications, and reports of research activities.

Members participate as professionals, educators, and American citizens. When they speak or write as members of society they are free from institutional discipline or censorship, but their special position in the community imposes special obligations. As persons of learning and educational leaders, they should remember that the public may judge their institution by their utterances. Hence, they should strive to be accurate, to exercise appropriate restraint, and to show respect for the opinions of others.

In exercising academic freedom, the administrative faculty member should recognize his correlative responsibilities. The pursuit of professional activities should not inappropriately affect College service. When making public statements, the administrative faculty member should exercise discretion, attempt to be accurate, and indicate that he is not speaking for the Connecticut State Colleges.

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ARTICLE 9

CAMPUS PARTICIPATION

- 9.1 While SCOAF/AFSCME as the elected bargaining agent retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for members of the bargaining unit and the Board of Trustees retains its legal rights to manage and direct the State College system, the parties recognize the desirability of a collegial governance system for the faculty in areas of academic or professional concern. It is desirable that the collegial system of governance be maintained and strengthened throughout the State Colleges so that the faculty will have a mechanism and procedure for making recommendations to appropriate management officials. It is understood that the rights to freedom of debate and communication exercised in governance forums shall not impinge upon the rights of SCOAF/AFSCME nor upon the rights of the Board. Neither the Board nor the Union shall use the collegial governance system to (1) unilaterally implement recommendations on any matter within the scope of collective bargaining or (2) implement any recommendation which impinges upon the rights of either party under this Agreement.
- 9.2 Both parties to this Agreement recognize and endorse the participation of the administrative faculty in the governance of the academic community. Administrative faculty members shall participate in campus, systemwide, and professional activities as appropriate. Such participation shall include, but not be limited to, attendance at general faculty meetings, voting membership in the College senate, participation on search committees, and service as advisors to student organizations. Service as an advisor shall be considered within the "scope of employment" consistent with CGS 4-165.
- 9.3 When a College Presidency becomes vacant, the Board will consult with the administrative faculty in a manner it deems most appropriate.
- 9.4 Whenever a search committee is used for a Vice Presidency or Deanship which includes any member of any union, the President shall insure that this committee shall include at least one administrative faculty member, such member to be designated by the Union or by local Senate procedure.
- 9.5 Under the President's direction each College shall prepare, publish, and distribute a handbook to the administrative faculty which shall contain but not be limited to the following:

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an organizational chart showing the administrative and academic structure of the State College System and of the particular College;

procedures detailing the channels of communication and decision-making among individuals, departments, committees, and governing bodies;

a complete and current copy of the College Senate by-laws and those of other College bodies.

The handbook and its contents shall be consistent with and comply with the terms of this Agreement.

ARTICLE 10

ADMINISTRATIVE FACULTY RANKS, TITLES, AND JOB DESCRIPTIONS

- 10.1 All positions within the bargaining unit shall be classified as Administrator I through Administrator VII. This system of administrative faculty ranks shall remain in effect for the contract term or until changed by mutual agreement.
- 10.2 A job description for every bargaining unit position shall be on file in the Office of the Dean of Personnel. An individual's job description shall be available to him or to SCOAF/AFSCME upon request.
- 10.3 For purposes of this Article, "promotion" shall mean any change in position to a higher administrative rank. "Reclassification" shall mean any major change in duties and responsibilities not involving a promotion.
- 10.4 When major changes in an incumbent's duties and responsibilities are made by Management, the parties shall negotiate the appropriate salary and rank. Unresolved disputes shall be subject to the grievance procedure.
- 10.5 In cases where 1) no job description exists, 2) Management wishes to create a new bargaining unit position, or 3) Management wishes to make major changes to a presently vacant position, the Board will fulfill its statutory obligations.

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ARTICLE 11

VACANCIES AND JOB POSTING

- 11.1 As vacancies occur in the bargaining unit, they may be filled by promotion or reassignment prior to posting.
- 11.2 When Management decides to post a vacancy, the following procedures will be used.
 - 11.2.1 Before external advertisement, all unit members currently at or below the rank of the position at the campus shall receive individual notice of the vacancy. Concurrently, the vacancy will be posted in designated areas on all four campuses and the Central Office for a period of ten (10) working days.
 - 11.2.2 Applications received from system members will receive serious consideration for the position. Individuals considering applications for said vacancy will make decisions on campus applications first by reviewing and discussing such applications. When a decision is made to enter the system pool, the same process shall be used. Decisions at each stage shall be made without review of applications submitted as part of the next stage.
 - 11.2.3 External advertisement will follow the affirmative action guidelines established by the College.
- 11.3 When a search committee is used to provide a recommendation for filling a bargaining unit vacancy, a member(s) of the bargaining unit will be included.
- 11.4 A member who has not been selected to fill a career ladder position at his campus may request and shall be granted a meeting with the College President or his designee and a representative of the union to discuss the matter.
- 11.5 Failure to award a posted vacancy to a particular unit member is not grievable.

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ARTICLE 12

ADMINISTRATIVE FACULTY APPOINTMENTS

- 12.1 Members of the administrative faculty shall be appointed by the College President and confirmed by the Board of Trustees. Before making such appointments, the College President shall consult appropriate administrative faculty members and notify the Union when such appointments are made. The letter of appointment shall contain:
- beginning and ending dates of appointment;
 - class (full-time, part-time);
 - rank and salary;
 - special conditions of employment;
 - a statement of the nature of the appointment (temporary, term, etc.) and appropriate notice provisions.
- 12.2 Various educational and experiential qualifications are listed in the official job description for each position. These qualifications are not designed to bar appointment of persons who have demonstrated unusual ability and promise. In such cases the President may recommend that the Board waive listed qualifications.
- 12.3 Relevant experience and potential for growth in the particular administrative position are recognized as the major qualifications for administrative faculty. Certain levels of educational attainment are recommended for each administrative position to assure that persons who serve as administrative faculty members bring a high level of education and experience to their responsibilities.

ARTICLE 13

TEMPORARY AND TERM ADMINISTRATIVE FACULTY APPOINTMENTS

13.1 Temporary Appointments

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

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- 13.1.1 Temporary positions may be established for (1) a specific terminal and/or grant-funded project, (2) the purpose of relieving employees who are absent due to leaves with or without pay, or (3) meeting the College's staffing problems as occasioned by terminations, increased work loads, or other temporary conditions. In no case shall a term-appointed faculty member or a faculty member with continuing appointment temporarily assuming other duties as in Article 16.6 be considered a "temporary" employee of the College.
 - 13.1.2 Temporary appointments of any nature which are part of the bargaining unit shall be made only after consulting the SCOAF/AFSCME Chapter President at the respective College.
 - 13.1.3 Non-renewal of temporary appointments may not be contested under the grievance procedure.
 - 13.1.4 When and if a temporary employee receives a term appointment at the College, his service under a temporary appointment shall be credited toward his years of service.
- 13.2 Term appointments shall be given to all administrative faculty members except those holding temporary or continuing appointments. Initial term appointments shall be in writing as specified in Article 12 and confirmed by the Board of Trustees. Subsequent term appointments may be made by the College President in conformity with the schedule set forth herein.
- 13.2.1 Initial term appointments shall be for one (1) year. Subsequent term appointments shall be made for not less than one (1) year nor more than three (3) years through the member's sixth year of service
 - 13.2.2 Service rendered under a term appointment shall be counted toward a continuing appointment.
 - 13.2.3 Any member of the bargaining unit appointed prior to July 1, 1982 retains the term appointment schedule as specified in prior SCOAF/AFSCME contracts (Section 13.2). Such a member may elect to be employed under the contract schedule specified herein by notifying the College President in writing.

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

- 14.1 All administrative faculty members holding term appointments shall be renewed for service unless proper non-renewal notice is given.
- 14.2 Written notice of non-renewal of term appointments shall be given as follows. Employees in their first year of service shall receive notice three (3) months prior to the contract's expiration. Employees in their second year of service shall receive notice six (6) months prior to the contract's expiration. Employees in their third and succeeding years of service shall receive notice twelve (12) months prior to the contract's expiration.
- 14.3 Failure to provide written notice of non-renewal according to the schedule set forth herein is equivalent to reappointment or, at the end of the sixth year of service, the granting of a continuing appointment.
- 14.4 Failure to renew a term appointment is grievable to Step 3 of the grievance procedure and may be carried further by mutual agreement only.
- 14.5 Personal delivery of written notices of non-renewal or certified mailing of the same to the administrative faculty member's last recorded residence shall constitute effective notification.
- 14.6 A member of the bargaining unit employed prior to July 1, 1982 shall be granted notice provisions according to Section 13.3 of prior SCOAF/AFSCME contracts unless he elects to follow the appointment schedule set forth in Article 13.2.

ARTICLE 15CONTINUING APPOINTMENT

15.1 Definition

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

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

15.2 Eligibility

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

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

15.2.1 During the term appointment period, paid leaves shall not affect continuity of service. Persons with unpaid leaves, position held, re-establish continuity of full-time service upon return from such leave.

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

15.3 Basis for Awarding Continuing Appointment

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

- (1) demonstrated knowledge of and effective application of professional skills in the field worked;
- (2) willingness and ability to work constructively with students, College personnel, and the general public;

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- (3) quality of participation and professional judgment in College and/or system-wide activities, including committee work and/or advisory service to student and professional colleagues, and similar contributions;
 - (4) activities demonstrating professional growth and achievement;
 - (5) promise of continued professional growth.
- 15.4 Denial of a continuing appointment is grievable to Step 3 of the grievance procedure and may be carried forward by mutual agreement only.
- 15.5 Continuing appointment decisions are made after evaluating a person's performance on a specific campus and giving thoughtful consideration to his ability to advance the goals of the campus involved. Consequently, a continuing appointment is granted in the administrative faculty of a particular College. Nothing in this Agreement shall prevent the transfer of a member's continuing appointment rights in one College of the system to another if the receiving College consents to do so.
- 15.6 Persons promoted to the rank of Vice President or Dean who have previously earned a continuing appointment at a lower rank in the bargaining unit retain the right to return to the lower rank and to again take up their continuing appointment.
- 15.7 Persons transferred or hired from instructional faculty ranks who have already earned tenure as members thereof retain the right to return to the academic department with tenure. The member shall be returned at a salary consistent with his current position. Because of the time needed to secure a replacement and to establish an appropriate teaching position, an administrative faculty member who holds tenure as a member of the instructional faculty and who wishes to return to a tenured instructional faculty position must inform the College President in writing no less than one academic semester prior to the beginning of the academic semester in which the change is to occur.

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

- (1) demonstrated knowledge of and effective application of professional skills in the field
- (2) willingness and ability to work constructively with students, College personnel, and the general public

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When the administrative appointment of such a faculty member is terminated, that individual shall be assigned promptly to the tenured position in the instructional faculty. The seniority of such a person within the instructional faculty shall date from the time he was first appointed to an instructional faculty position.

The Board shall not prevent an administrative faculty member who holds instructional faculty rank from applying for promotion in such academic rank through approved contractual procedures consistently applied to the instructional faculty.

15.8 An administrative faculty member who was granted tenure prior to June 13, 1975 or who elected to be considered for tenure under the 1971 Personnel Policies, pursuant to the 1975 Personnel Policies, will continue to hold tenure.

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

ARTICLE 16

WORKLOAD

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

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- 16.2 The normal work week is 35 hours. When conditions require, evening or weekend work may be necessary to support the academic mission. Adjustments for variations of the 35-hour weekly schedule shall be made by the employee with the consent of his immediate supervisor.
- 16.3 Outside of normal job responsibilities, when a member is assigned by Management to teach in an academic department, his administrative workload shall be adjusted according to the following ratio: the number of credit hours taught per week divided by the length of the semester in weeks. Instructional activities shall be coordinated with the department and/or division members involved.
- 16.4 When the President or his designee assigns a member to perform services outside of his department which are unrelated to his normal duties and when Management determines compensatory time arrangements are not possible, the following shall occur when the individual accepts such assignment. If such services are provided for an organization which contracts with the College, such service shall be considered as work outside the department and members shall be compensated at a rate to be negotiated with the management official administering such contract. If these services do not involve outside contracts, members shall be compensated at \$300 to \$500 per credit hour. The provisions of this Article are not grievable.
- 16.5 The primary responsibility of administrative faculty members is to the College. A member may undertake outside employment provided that such employment does not interfere with his professional responsibilities.
- 16.6 If the President of the College or his designee, appoints or assigns a member to a temporarily vacated position or to another position while simultaneously covering his own duties, the following salary adjustment shall be made for the duration of the assignment. When such assignments or appointments exceed thirty (30) calendar days, the salary shall be at the beginning step of the higher rank (if applicable) or increased by 7.5%, whichever is greater, commencing on the thirty-first (31st) day of the assignment or appointment and shall be retroactive to the first day of the assignment or appointment. Service in a higher rank under this section shall not constitute permanent status in such rank.

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ARTICLE 17

WORKING CONDITIONS

- 17.1 The Employer shall provide and maintain a safe and healthy place of employment and work environment.
- 17.2 In order to safeguard the health, safety, and security of all personnel, students, and the public, the parties shall make every effort to attain and maintain standards prescribed and recommended in appropriate local, state, and federal ordinances and guidelines.
- 17.3 Whenever a member observes a condition which he feels represents a violation of appropriate safety or health rules and regulations or which is an unreasonable hazard to persons or property, the member shall report such observations to the appropriate supervisor and the Dean of Personnel Administration. The Dean of Personnel Administration shall make a determination as to whether the employee's work location shall be changed. If an immediate danger to the health and/or safety of the member is present, a decision to change the work location shall not be unreasonably withheld.
- 17.4 The goal of the College will be to make a reasonable effort to provide each bargaining unit member with sufficient equipment, facilities, and support services necessary to perform his assignment.
- 17.5 The College shall continue to provide parking facilities at no expense to members.
- 17.6 Members shall have reasonable access to their place of work outside of regularly scheduled hours. Keys granting them access to their offices and/or primary places of responsibility shall be provided at no expense when requested.
- 17.7 When an emergency confronts the College, notification of its closing shall be released for broadcast over local media when and as feasible.
When the President or his designee officially closes the College, only essential personnel are required to work.
When classes are cancelled, members are expected to report for work unless a hazardous driving condition is declared by the President or his designee.

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ARTICLE 18PERSONNEL FILES

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

18.2 Except as otherwise provided, materials in the personnel files shall be confidential. Access to the personnel file by individuals other than the member concerned shall be conducted in the presence of someone in authority in the file office in accordance with applicable state and federal statutes. Except for the member concerned, the President or his designee(s), and SCOAF/AFSCME representatives, when authorized to process a grievance, no one shall have access to the official personnel file without the member's written approval. When the President and a designee or Union representatives peruse the file, notations shall be made on the face of the folder as to name, date, and reason for the perusal.

If the official personnel file is duly subpoenaed in accordance with the law, the member shall be notified at the earliest possible date.

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

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

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payroll records (which may be kept as a separate file);
records of all personnel actions;
official correspondence related to the employee's work activities;
materials added by the faculty member as he believes necessary to reasonably represent his record.

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

18.4.1 All file material shall be dated upon receipt.

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

18.4.3 A member may contest through Step 4 of the grievance procedure the inclusion of any material whose accuracy, completeness, or relevance is questionable.

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

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

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ARTICLE 19ADMINISTRATIVE FACULTY
EVALUATION

- 19.1 Evaluation of the professional activities of the administrative faculty in the State Colleges improves the quality of the learning environment by assessing an employee's contributions to it and by encouraging that person to grow and develop as a professional educator. The purpose of such confidential, written evaluations shall be to identify an employee's strengths and weaknesses as a faculty member on a continuing basis and to assist the employee in delivering quality professional service. These evaluations may form a cumulative record for personnel decisions.
- 19.2 Evaluations will be conducted on forms designed for such purpose. The evaluation shall assess total employee performance based upon observable data, productivity, and projected growth potential. The evaluation instrument shall take into account, as appropriate, the following criteria:
- (1) demonstrated knowledge and effective application of professional skills in the field worked;
 - (2) willingness and ability to work constructively with students, College personnel, and the general public;
 - (3) quality of participation and professional judgment in College and/or systemwide activities including committee work and/or advisory service to students and professional colleagues, and similar contributions;
 - (4) activities demonstrating professional growth and achievement;
 - (5) promise of continued professional growth.

Each of the five categories of accomplishment shall be rated as follows: unsatisfactory, satisfactory, good, or excellent. In addition, an overall rating of job performance, using the same scale, will be given. In any category, "unsatisfactory" and "excellent" designations shall be qualified by further narrative statements.

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- 19.3 The following procedures for conducting administrative faculty evaluations shall apply.
 - 19.3.1 The evaluation shall be in writing and the complete document shall be reviewed and discussed by the employee and his supervisor prior to signature by the employee and before it leaves the department or area.
 - 19.3.2 The evaluation must be signed by the evaluator and by the member. Such signature by the latter does not construe agreement with the contents of the evaluation. At this point, a copy of the evaluation shall be made available to the employee. If the overall evaluation is, or any parts are, designated as "unsatisfactory", the supervisor shall make written suggestions for improvement.
 - 19.3.3 The signed copies of the evaluation shall be sent to the College Dean or Vice President responsible for the area. Where the Dean or Vice President is the faculty member's supervisor, this step shall be eliminated.
 - 19.3.4 The Dean or Vice President shall also sign the document(s) indicating his review. He shall then forward the evaluation and any attachments to the President's Office for presidential review and placement in the personnel file. Upon completion of presidential review and acknowledgement, a final copy of the evaluation shall be remitted to the member.
 - 19.3.5 Within ten (10) work days of the receipt of a supervisory evaluation pursuant to 19.3.2, an member may choose to provide a written comment regarding its contents. Such written comment shall be forwarded in triplicate to the supervisor, the Dean or Vice President, and the President. The evaluation and the employee's comments thereto shall then be placed in the members personnel file.
 - 19.3.6 At all steps of the evaluation process, the member and his line supervisors are free to discuss matters pertaining to it among themselves as sole participants in the evaluation process. In completing evaluations, however, supervisors may consult with other individuals regarding a member's performance. Union officials shall have access to an evaluation when such is the subject of a grievance.

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- 19.4 The following time schedule for evaluation shall apply. All administrative faculty members without a continuing appointment shall be evaluated each year on or before December 1 and on or before June 1. Such evaluations will not be submitted until a member has completed at least three (3) months of service. When appropriate, evaluations of term appointed members shall include a recommendation on renewal or continuing appointment.

Permanent members shall be evaluated annually on or before June 1. In 1982 only, the June 1 deadline shall be changed to August 1.

- 19.5 Semi-annual (December) evaluations rated unsatisfactory are grievable to Step 4 only. Annual (June) evaluations rated unsatisfactory are grievable to arbitration.

Annual ratings of unsatisfactory result in no pay increase for the incumbent.

- 19.6 In grievances concerning evaluations, the grievance officer may not substitute his judgment for that of the evaluator in applying the relevant evaluation standards, unless the grievance officer determines that the evaluation is unfair, unreasonable, and/or contrary to fact.

ARTICLE 20DISCIPLINE

- 20.1 Discipline of a member under this Article may include any written reprimand, demotion, suspension with or without pay, or dismissal from service. The Board subscribes to the principles of progressive discipline. No disciplinary action shall be instituted against any bargaining unit member without just cause. Any disciplinary action shall be predicated upon written charges related directly and substantially to the alleged unsuitability of the member to discharge his professional responsibilities. Discipline shall not be used to restrain members in the exercise of academic freedom or other rights of citizens.
- 20.2 When Management has reason to believe an incident(s) has occurred which might serve as grounds for discipline, it may investigate. Interviews with the employee may serve as part of the investigation. Before such interview, the employee shall be apprised of the right to have a Union representative present.

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- 20.2.1 In cases where the President believes that an employee's presence on the campus may constitute serious danger to the employee or others, the employee may be placed on a paid leave pending completion of the above process.
- 20.3 Prior to imposing any disciplinary action, the appropriate management official shall meet with the member who shall be given the opportunity to be accompanied by a Union representative. The member shall acknowledge in writing that he has been given the opportunity to be accompanied by the Union representative. If the individual refuses to make such written acknowledgement, Management shall notify the Union representative prior to the meeting. At this meeting, written charges shall be presented to the employee.
- If the matter is not disposed of by mutual agreement at the meeting and the appropriate management official decides to impose discipline, he shall send a written statement of the charges and the disciplinary action to the member and the Union simultaneously.
- 20.4 An administrative faculty member may grieve any suspension, demotion, or dismissal beginning at Step 3 of the grievance procedure.
- 20.5 If a disciplinary grievance proceeds through arbitration, the arbitrator may:
- (1) approve the disciplinary action imposed by the College;
 - (2) reduce or modify such penalty as appropriate under the circumstances;
 - (3) eliminate the penalty with a purging of the record and restoration of all pay and benefits.
- 20.6 Members who both fail to meet their assigned duties and to report their absence for more than ten (10) consecutive work days may be deemed to have abandoned their employment absent extenuating circumstances.
- 20.7 An evaluation shall not be construed as a written reprimand.
- 20.8 If a written reprimand is issued to a member, it shall carry the date, if any, of planned removal from the personnel file. A member may contest the reprimand and/or the duration of its inclusion in his file by submitting a grievance.

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It shall be the member's obligation to request removal of a reprimand after its expiration date, if any, has passed.

ARTICLE 21GRIEVANCE PROCEDURE

21.1 Procedural Guarantees

21.1.1 An administrative faculty member shall have the right to present grievances in accordance with these procedures without fear of coercion, interference, restraint, discrimination, or reprisal.

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

21.1.3 All hearings shall be and remain confidential unless an open session is requested by the grievant.

21.2 Definitions.

21.2.1 A grievance shall be defined as a difference or dispute arising from the application or interpretation of this Agreement.

21.2.2 Discretionary decisions by Management regarding the granting of personal leave, professional leaves, leaves without pay, and sabbatical leaves, shall be subject to the grievance procedure through Step 3 and may be carried further by mutual agreement.

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

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

21.3 Procedure for Handling Grievances.

21.3.1 Grievance Forms.

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

All decisions shall be rendered in writing at each step of the process.

21.3.2 Submission of Grievance Forms.

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

21.3.3 Preparation of Grievances.

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

21.3.4 Rights of SCOAF/AFSCME.

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

A SCOAF/AFSCME representative shall be present at all stages of the grievance procedure.

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21.3.5 Time limits.

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

21.3.6 Expedition of Grievances.

The Union shall have the right to present grievances of a general nature at Step 3 (College level) or Step 4 (system level).

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

21.4 Steps in the Grievance Procedure.

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

21.4.1 Step 1. Supervisor.

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

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21.4.2 Step 2. Dean/Vice President.

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

21.4.3 Step 3. College President.

Within five (5) work days of the Step 2 written answer, the SCOAF/AFSCME representative shall present the unresolved grievance to the College President or his designee. Upon receipt of the grievance, the President or his designee shall promptly arrange a meeting to discuss the grievance with the grievant and with the SCOAF/AFSCME representative. The President or his designee shall be required to respond in writing on the official grievance form and to return the form within five (5) work days of receipt to the Union representative. If the grievance is adjusted, the adjustment will be reduced to writing and signed by the College President or his designee and the Union representative. If there is no mutually agreeable adjustment, the grievance may be forwarded to the Step 4 level by and only by the Union.

21.4.4 Step 4. Board of Trustees.

Within ten (10) work days of the Step 3 written answer, the SCOAF/AFSCME representative shall present the unresolved grievance to the appropriate Board of Trustees Officer or his designee. Upon receipt of the grievance, the Board Officer or his designee shall promptly arrange a meeting to discuss the grievance with the grievant and with the SCOAF/AFSCME representative.

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

21.4.5 Step 5. Arbitration.

If the grievance is not satisfactorily adjusted at Step 4, the grievance may be submitted to binding arbitration by and only by the Union. The arbitration process may be initiated by filing a written request for arbitration to the American Arbitration Association, with notice to the Board of Trustees, within thirty (30) work days of the receipt of the written answer rendered at Step 4. Within five (5) work days of the receipt of the arbitration request, the representatives of the Board and the Union shall meet to attempt to select a mutually agreeable arbitrator from lists of available arbitrators furnished by the AAA. If the foregoing does not result in the designation of a mutually acceptable arbitrator, the following procedure shall be used to make the final selection.

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

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

21.4.5.1 All arbitration proceedings shall be private, with only parties in interest allowed to attend unless the grievant agrees otherwise.

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

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

ARTICLE 22

PROFESSIONAL GROWTH

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

22.2 Course Privileges.

Subject to the approval of the receiving College, permanent full-time members, emeritus members, their spouses and unmarried children under the age of 25, may take courses without charge at any College within the Connecticut State College System on a space available basis. Participation in said courses shall not interfere with the member's employment obligations.

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22.3 Organizational Memberships.

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

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

22.4 Workshops and Other Activities

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

22.5 Licensing Fees

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

ARTICLE 23PROFESSIONAL TRAVEL

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

23.2 If a member uses a vehicle provided by the College, he shall be reimbursed for out-of-pocket expenses for the actual cost incurred not to exceed \$23 per day.

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23.3 A member who uses his personal vehicle for travel shall be reimbursed for mileage at the standard GSA rate. Out-of-pocket expenses for other costs incurred shall not exceed \$23 per day.

Members shall be notified of the minimum insurance requirements prior to using their personal vehicles.

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

23.5 A member who is required to travel out-of-state on employer business shall be provided with a cash advance at the rates provided above. At the conclusion of the trip, the member shall submit the proper vouchers or receipts to justify his advance. If the advance taken was less than justified, the member shall be reimbursed for his out-of-pocket expenses within 30 days of filing the required expense report. If the advance taken was more than justified, the member shall reimburse the agency promptly upon his/her return.

23.6 \$8000 and \$7000 in travel money for professional growth shall be available in budgeted amounts for each respective year of this Agreement. Expenses of members required to travel by the Employer shall not be charged to this fund. Funds appropriated in one fiscal year and not expended shall carry over into the next fiscal year.

ARTICLE 24

LEAVES WITH PAY

24.1 Personal Leave.

In addition to annual vacation, the Board of Trustees shall grant each full-time administrative faculty member up to three (3) days of personal leave with pay in each calendar year. Such leave shall be for the purpose of carrying out important personal matters, including the observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Religious leave in excess of the three (3) personal days may be taken without loss of pay if the immediate supervisor is satisfied that the member's responsibilities will be met. To be eligible for personal leave, a member must have completed six months of continuous, full-time employment under the Board. Except in emergency situations, members who desire such leave are expected to notify their immediate supervisors in advance.

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24.2 Sick Leave and Sick Leave Bank.

24.2.1 Sick Leave.

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

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

Sick leave shall accrue for the first twelve months in which a member is receiving workmen's compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

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

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

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

An employee of the Board who resigns from service in good standing and who is reemployed within one year from the date of his resignation accrued to his credit on the effective date of his resignation.

An employee whose services are terminated shall retain accrued sick leave to his credit provided he returns to the employ of the Board on a permanent basis within one year of his termination.

24.2.5 Upon death of a member who has completed ten years of state service, the Board shall pay to the beneficiary one-fourth of the deceased member's daily salary for each day of sick leave accrued to his credit as of his last day on the active payroll up to a maximum payment equivalent to sixty days pay.

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

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

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

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

24.2.10 Sick Leave Bank.

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

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24.2.10.1 When a member has a catastrophic and/or extended illness which has exhausted his sick leave, a request for use of the bank may be made to the local Dean of Personnel Administration who shall forward the application to the Sick Leave Bank Committee.

24.2.10.2 The sick leave bank shall be administered by a Committee consisting of four members designated by the Board to serve at its discretion and four members designated by the Union to serve at its discretion. The Sick Leave Bank Committee shall determine a member's eligibility for use of the bank and the amount of leave to be granted, considering his presentation of 1) adequate medical evidence of catastrophic and/or extended illness and 2) his prior utilization of all accrued sick leave. The decision of this committee regarding eligibility and entitlement shall be final and binding and not subject to grievance or appeal.

24.2.10.3 The initial granting of sick leave by the Committee to an eligible member shall not exceed thirty (30) work days. Upon completion of the thirty (30) work day period, the period of entitlement may be extended by the Committee upon demonstration of need by the applicant. In normal circumstances such grants from the sick leave bank shall not exceed a total of 120 consecutive work days per occurrence.

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

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24.3 Holidays.

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

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Day of Prayer	Thanksgiving Day
Memorial Day	Christmas Day

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

24.3.3 A College President or his designee may require an employee to work on a holiday in which case the employee shall be granted compensatory time off. Compensatory time off must be utilized within one year of the holiday worked.

24.4 Vacations.

24.4.1 After six months of continuous employment in State service, full-time administrative faculty members employed on a 10-month basis are entitled to a total of 18.33 working days of vacation accrued at the rate of 1.83 days per calendar month of service.

After six months of continuous employment in State service, part-time administrative faculty members employed on a 10-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

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After six months of continuous employment in State service, full-time administrative faculty members employed on a 12-month basis are entitled to a total of twenty-two (22) working days of vacation each calendar year accrued at the rate of 1.83 days per calendar month of service.

After six months of continuous employment in State service, part-time administrative faculty members employed on a 12-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

24.4.2 Members may accumulate vacation days with pay from year to year up to a maximum of one hundred twenty (120) such days. The College Personnel Office will notify a member before he reaches the maximum limit.

24.4.3 Members who leave the State Colleges shall receive a lump-sum payment for unused vacation time. In the event of the member's death a lump-sum payment for unused vacation time in an amount equal to the salary in effect for the duration of the unused vacation period shall be made to his beneficiaries or to his estate, upon the establishment of valid claims therefore.

24.5 Short-term leaves for professional reasons.

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

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

24.6 Court Leave.

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

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24.7 Short-term Military Leave.

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

24.8 Sabbatical Leaves

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

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

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

24.9 Benefits upon transfer.

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

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ARTICLE 25

LEAVES WITHOUT PAY

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

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

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

- long-term military leave granted in accordance with federal and state statutes;
- leave of absence to assume elected office or a position in a professional organization or union;
- child-rearing leave;
- short-term emergency leave;
- leave for extended illness or disability;
- long-term professional leave.

ARTICLE 26

MATERNITY LEAVE

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

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Upon expiration of sick leave, the employee may request, and shall be granted the use of vacation, personal leave, and earned time. Upon expiration of paid leave, the employee may request, and shall be granted, a leave of absence without pay, position held. The total period of leave of absence without pay shall not exceed four (4) months following the date the leave of absence begins. Upon expiration of such leave, the employee may be granted a child-rearing leave in accordance with Article 25 of this Agreement.

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

- (1) the expected date of delivery;
- (2) anticipated use of sick leave, vacation, personal leave, and earned time;
- (3) intentions of returning to work.

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

ARTICLE 27INVENTIONS AND MARKETABLE
DISCOVERIES

27.1 Circumstances pertaining to research, development, and the dispersal of resultant income shall be as follows.

- 27.1.1 It is recognized that both the member(s) of the bargaining unit and the institution have shared property rights regarding inventions, discoveries, etc. made under Management's direction.
- 27.1.2 Concerning inventions, etc., that are made under the terms of an outside contract or grant, including those on the state or federal level, it is recognized that the grantors will retain certain property rights as well as the inventor and the institution. Such rights depend upon the individual contracts. However, the proportionate share between the inventor and institution will be as given below where applicable.

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- 27.1.3 Concerning inventions and/or discoveries that are pursued by an individual member of the bargaining unit without any outside or institutional support but make use of institutional time or facilities in the pursuit of at least a portion of the research, it is recognized that under such situations the rights to such invention remain solely the property of the inventor. However, it is also recognized that the institution is entitled to remuneration and compensation of what are commonly termed "shop rights". Under such circumstances, the public interest must be protected.
- 27.1.4 Concerning inventions made by a member of the bargaining unit without any financial support from the institution or any use of the institution's facilities or time, it is recognized that such discoveries may be made under the terms of some other form of employment. Under such conditions, the rights to invention remain solely with the inventor or under such terms as his outside employment dictates.
- 27.2 It is understood that for the first two (2) classes given above, the inventor assigns any rights to such patent applications, patents, and copyrights to the institution or its designee.

For the last two (2) categories it is the inventor's option to do this and he may not be required to do so against his wishes.

ARTICLE 28

RETRENCHMENT

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

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28.1 Declaration of Financial or Programmatic Exigency

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

28.1.1 During the above negotiations, consideration shall be given to insure compliance with state and federal non-discrimination and affirmative action laws and regulations.

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

28.2 Before any administrative faculty members are retrenched, implementation of the alternative procedures below must have been explored in detail with SCOAF/AFSCME and actively pursued as possible remedies by the Board of Trustees:

elimination of part-time employees;
reduction of equipment and other expense costs;
reassignment to another function or department consistent with Article 16.6;
special sabbatical leave;
retraining;
early retirement with early retirement incentives.

28.3 Within ten (10) calendar days, the President shall give notice by certified mail to members whose positions, as referred to in Article 10.2, are to be retrenched. Copies of all notifications shall be sent to the Union.

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- 28.4 A campus "bump-back" mechanism shall be established as follows. A member may bump another member of the bargaining unit who (1) has less seniority and holds the same title; (2) who is directly subordinate and less senior to the member bumping; and (3) whose position was previously held by the bumping member, provided that such member has more seniority. In addition, any member at or below the rank of Administrator 4 may bump others in the same or lesser rank whose job he is qualified to fill based on currently established qualifications in the official job description.

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

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

- 28.4.2 The salary of a member reduced in rank as a result of the bump-back mechanism shall be the maximum of the new rank or his current salary, whichever is lower.

- 28.4.3 In no case shall an administrative faculty member be laid off for the purpose of creating a vacancy for a person outside of the bargaining unit, unless such person has previously earned continuing appointment within the administrative faculty. If a bargaining unit member was transferred from the teaching faculty and holds tenure therein, he retains the right to return to the teaching faculty or to follow the bumping procedure, at his own option.

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

- 28.6 For a period of thirty-six (36) months following retrenchment, an administrative faculty member who is not otherwise employed at the State Colleges shall be notified of available positions or vacancies should an opportunity for such re-employment arise. Any offer for re-employment must be accepted within thirty (30) days after acknowledged receipt of the offer or forty-five (45) days after dispatch by registered or certified mail to the member's last recorded address, whichever shall occur sooner. In the event such offer for re-employment is not accepted, the administrative faculty member shall receive no further consideration. It is the administrative faculty member's responsibility to keep the College informed of changes in address and/or qualifications.

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28.7 Reappointment of a Retrenched Administrative Faculty Member.

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

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

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

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

ARTICLE 29COMPENSATION

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

29.2 Definitions

29.2.1 "CURRENT SALARY" - A member's individual gross salary (exclusive of longevity) as of the last day of the pay period which precedes June 25, 1982. The effective dates for the start of the new salary rate shall be June 25, 1982 and June 24, 1983.

29.2.2 "NUMBER OF YEARS IN POSITION" - The number of years that the member has served in his current position in the Connecticut State College system as of July 1, 1982 and July 1, 1983. Fractional years shall be rounded to the nearest month.

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29.3 The salary schedules for the seven (7) ranks are as follows:

ADMIN RANK	82 = 83		83 = 84	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
I	10,500	21,000	11,300	22,575
II	13,000	25,000	14,000	26,875
III	15,000	29,000	16,100	31,175
IV	18,000	33,000	19,300	35,475
V	21,000	37,000	22,500	39,775
VI	24,000	41,000	25,800	44,075
VII	27,000	45,000	29,000	48,375

29.4 The new bi-weekly salary for members of the SCOAF/AFSCME bargaining unit for 1982-1983 and 1983-1984 shall be calculated as follows: divide the maximum salary of the rank by 26.1. From this number, subtract the result of multiplying the member's current salary X 1.075. Multiply this number by the following fraction: [1 divided by (19 - the total number of years in his current position)]. To this number add the result of multiplying his current bi-weekly salary X 1.075. The resulting figure is the member's new bi-weekly salary.

29.4.1 For 1982-1983 and 1983-1984, no member shall receive less than a 7.5% increase in his current bi-weekly salary, unless such member's new bi-weekly salary, calculated according to the above formula, exceeds the indicated rank maximum. In such cases, the increase will be adjusted downward to a point where the salary is within the range or the member receives a 6% increase, whichever is greater.

29.4.2 No member will receive an increase greater than 11.5% in 1982-1983 and no greater than 11.1% in 1983-1984, unless such is necessary to bring him to the minimum of his rank.

29.5 Merit increases are the means by which the College recognizes significant contributions to the institution.

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- 29.5.1 In accordance with annual (June) evaluations conducted pursuant to Article 19, those members receiving "excellent" ratings may be recommended to the President for merit increases by appropriate management officials.
- 29.5.2 Merit increases will be awarded upon the recommendation of the President no later than September 1.
- 29.5.3 Merit increases shall be added to the member's base salary in any amount between \$300 and \$500. Smaller amounts may be awarded when necessary to insure that no member's salary exceeds the maximum of his rank.
- 29.5.4 Merit provisions are not subject to the grievance procedure.

ARTICLE 30FRINGE BENEFITS

30.1 Retirement

Except as altered by an agreement between the Pension Coordinating Committee and the Board, the pension plan each member is enrolled in on the date of the signing of this Agreement shall continue to exist for the affected member during the term of this Agreement.

New members shall have access to plans extant on the date of the signing of this Agreement unless altered in accordance with the above paragraph.

30.2 Individual Retirement Annuities

All companies providing annuities, tax shelter plans or like services shall have access to payroll deduction for members' payments if and only if approved by SCOAF/AFSCME, provided that SCOAF/AFSCME arranges for a single fiscal agent to disburse funds to the various plans. Either party may, after August 31, 1983 abrogate this provision by giving ninety (90) days written notice to the other party.

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30.3 Insurance Provisions

30.3.1 Medical and Dental Insurance

For the duration of this Agreement, the Board shall continue in force the health insurance in effect on June 30, 1982. State and Federal insurance benefits uniformly available to bargaining unit members as of the date of the signing of this Agreement shall continue to exist during the term of the contract unless specifically modified by Federal or State legislation. Effective May 1, 1981 the State's contribution for dependent coverage for health insurance premiums shall be increased from 50% to 70%.

30.3.2 Group Life Insurance

Members shall continue to be eligible to participate in the State's group life insurance plan pursuant to CGS 5-257.

The parties agree to establish a committee to develop and recommend implementation of proposals for riders to existing health and group life insurance coverage to be paid by members of the bargaining unit at no expense to the State.

30.4 During the term of this Agreement, semi-annual longevity payments shall be provided to members of the bargaining unit. Longevity payments shall be provided for eligible members as follows:

- (1) The increment value for longevity purposes shall be 3.9% of the beginning of the salary range for the administrative rank occupied by the eligible member. Where this amount would reduce a member's current longevity payment, the method of calculation in force prior to this Agreement shall apply.
- (2) Such semi-annual longevity payments shall be made at the end of the first full pay period in April and October respectively of each year, except that a retiring member shall receive, during the month immediately following retirement, a pro-rated payment based on the proportion of the six-month period served prior to the effective date of his retirement.
- (3) All other rules for calculating and distributing longevity as described in Public Act 67-657 shall continue to apply.

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30.5 Payroll Deduction

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

30.6 Unemployment and Disability Compensation

The Workman's Compensation and Unemployment Compensation state and federal statutes applicable to bargaining unit members shall control.

30.7 Accounting of Benefits

Each member of the bargaining unit shall be provided before January 31 with a written accounting as of January 1 of each year setting forth the member's current status on the following items:

amount of cumulative annual vacation and sick leave;

current salary;

years of credit toward retirement;

years of credit toward longevity payment;

years of eligibility for next sabbatical leave;

termination date for members on term contracts;

years of credit applicable toward continuing appointment.

ARTICLE 31

RESIGNATION

An administrative faculty member may resign at any time, provided that two weeks written notice is given. Failure to give such notice will result in forfeiture of two weeks pay.

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ARTICLE 32

SUCCESSORSHIP PROVISION

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

ARTICLE 33

MISCELLANEOUS

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

ARTICLE 34

NO STRIKE/NO LOCKOUT

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

ARTICLE 35

SCOPE OF AGREEMENT

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

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ARTICLE 36EXTENT AND TERM OF AGREEMENT

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

ARTICLE 37ALTERATION OF AGREEMENT

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

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

ARTICLE 38DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 1982, and shall remain in full force and effect up to and including the 30th day of June 1984. It shall be automatically renewed from year to year thereafter unless either party shall serve written notice on the other not later than 60 days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 30 days prior to the expiration date. This Agreement shall remain in full force and effect during the period of negotiations or until notice of its termination is provided to the other party.

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ARTICLE 39DISTRIBUTION OF AGREEMENT

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

ARTICLE 40SEPARABILITY

- 40.1 In the event that, notwithstanding the provisions of CGS 5-2/0 to 5-280, any provision of this Agreement, in whole or in part, is held to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgment shall remain in full force and effect. In that event the parties shall, upon the request of the Board or the Union, commence immediately to negotiate substitute provisions for all such affected provisions.
- 40.2 Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall take immediate effect upon the enactment of such legislation.

ARTICLE 41PROCEDURES FOR FUTURE
NEGOTIATIONS

Negotiations between the Board and SCOAF/AFSCME representatives for a subsequent Agreement will commence no later than October 1, 1983 upon request of either party. In any negotiations, neither party shall have control over the selection of the negotiating representatives of the other party.

APPENDIX

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State College Organization of Administrative Faculty

AFSCME, Local 2836

OFFICIAL GRIEVANCE FORM

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

Name of Employee(s): _____

Position(s) and Rank(s): _____

College(s): _____

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

Remedy Requested: _____

Signature of Employee(s): _____ Date _____

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

Signature of Union Representative: _____ Date _____

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Step 1 - Supervisory Level

Date of Supervisor's Receipt: _____

A meeting was held at this level: Yes [] No []

Date of Meeting: _____

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

Date of Response: _____

Supervisor's Signature: _____

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

Disposition of Grievance: [] resolved [] not resolved, will be
taken to Step 2

Signature of Employee: _____

Date

Signature of Union Representative: _____

Date

Step 2 - Dean's/Vice President's Level

Date of Dean's/Vice President's Receipt: _____

A meeting was held at this level: Yes [] No []

Date of Meeting: _____

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

Date of Response: _____

Dean's/Vice President's Signature: _____

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

Disposition of Grievance: [] resolved [] not resolved, will be taken to Step 3

Signature of Employee: _____

Date

Signature of Union Representative: _____

Date

APPENDIX

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Step 3 - Presidential Level

Date of President's/Designee's Receipt: _____

A meeting was held at this level: Yes No

Date of meeting: _____

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

Date of Response: _____

President's/Designee's Signature: _____

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

Disposition of Grievance: resolved not resolved, will be taken to Step 4

Signature of Employee: _____
Date

Signature of Union Representative: _____
Date

APPENDIX

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Step 4 - Board of Trustees Level

Date of Board Designee's Receipt: _____

A meeting was held at this level: Yes No

Date of meeting: _____

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

Date of Response: _____

Board Designee's Signature: _____

Disposition of Grievance: resolved not resolved, will be taken to Arbitration

Signature of Employee: _____

Date

Signature of Union Representative: _____

Date

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10

This Collective Bargaining Agreement was ratified by the bargaining unit members and the Board of Trustees for the Connecticut State Colleges on April 2, 1982.

Negotiators for the Trustees

Michael J. Adanti, Chairman
Executive Officer for Faculty
and Staff Affairs

Michael E. Pernal, Chief Negotiator
Dean of Personnel Administration
ECSC

Michael K. Becker, Dean of
Personnel Administration, CCSC

Elizabeth McCoy
Dean of Personnel Administration
WCSC

Edward D. Dombroskas
Associate for Faculty and
Staff Affairs

Naomi Stonberg, Esq.
Attorney at Law

Mr. John Jakabauski, alternate
Personnel/Affirmative Action
Coordinator, WCSC

Negotiators for SCOAF/AFSCME

James J. Malone, Chairman,
Director of Information Systems,
CCSC

William Caliendo, Associate
Director/Programs of College
Union, SCSC

Robert M. Drobish, Registrar,
WCSC

Richard V. Farricielli, Director
of Housing, SCSC

Harry Fishman, AFSCME Council 4
Staff Representative

Oliver R. Hayes, Director of
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Drina P. Lynch, Assistant
Registrar, CCSC

Betty R. Tipton, Associate Dean
of Student Affairs, ECSC

John Wallace, Director of
Housing, WCSC