COLLECTIVE BARGAINING AGREEMENT AMENDMENT

between

BOARD OF TRUSTEES FOR CONNECTICUT STATE UNIVERSITY

and

STATE UNIVERSITY ORGANIZATION OF ADMINISTRATIVE FACULTY AFSCME - COUNCIL 4 - LOCAL 2836

July 1, 1990 - June 30, 1993

The parties who have made and entered into a Contract as an employee organization (SUOAF-AFSCME) and an employer (Board of Trustees for Connecticut State University) hereby alter the provisions of their Contract dated July 1, 1990 and remaining in force until June 30, 1993.

For purposes of this document: "Agreement" refers to this document; "Contract" refers to the approved collective bargaining contract between the parties for July 1, 1990 - June 30, 1993.

1. The provisions of this Agreement supersede the relevant articles of the existing approved Contract between the parties.

Fiscal Year 1991-92

- 2. Each member of the bargaining unit shall return to the payroll status held prior to the first day of the pay period that included July 1, 1991, effective the first day of the pay period beginning November 1, 1991 (check date November 29, 1991). For those members hired between June 28, 1991, and November 15, 1991, since no increase was received, no reduction shall occur.
- 3. The parties agree the pay current on the date of this Agreement shall be restored to continuing members of the bargaining unit effective June 26, 1992, (check date July 24, 1992) for those who deferred wages per #2 above.

Merit pay effective in that pay period including September 1, 1991, shall be deferred to that pay period including July 1, 1992.

An amount of \$35,000 accumulated in the professional development fund described in Article 22.6, including funds available in FY 1991-92, is relinquished to the Board. Professional development money shall again become available pursuant to the Contract for FY 1992-93.

4. In consideration of the savings generated, the Board agrees there shall be no declaration of fiscal exigency or notice given of non-renewal of members on term appointments for economic reasons for the remainder of FY 1991-92. This provision is without prejudice or precedent.

Fiscal Year 1992-93

5. The parties to this Agreement understand the General Fund budget for FY 1992-93 is unknown. The parties believe, however, they should take responsible action now to minimize costs and ensure access for Connecticut's students through maintenance of sufficient staffing levels appropriate to educational objectives.

Accordingly, the parties agree to a delay of 23 pay periods for the pay increase originally scheduled for that pay period including July 1, 1992, to May 14, 1993.

General Provisions Applicable to the Duration of this Agreement

- 6. Members promoted or reclassified within the meaning of Article 10.4 of the Contract during delayed payment period(s) shall receive promotional or reclassification increases as provided by past practice. Such increase shall, however, be added to the member's reduced salary base during the delayed payment period(s). At the conclusion of the delayed payment period in which the promotion or reclassification was awarded, the member's salary shall be first adjusted to include the original collective bargaining increase that would have been received. Then the member's new base salary rate shall be recalculated to appropriately reflect its full percentage value when applied to the adjustment base.
- 7. Newly employed members shall be offered salary levels in line with salaries being paid during the hold-back period. For members hired after November 15, 1991, their salaries shall be increased 5 percent effective July 24, 1992. For members hired after July 1, 1992, their salaries shall be increased 5 percent effective April 30, 1993. No newly employed member shall receive a salary that is higher than the position's deferred rank maximum.
- 8. Minimum salaries shall be those currently specified in this Contract.
- 9. Longevity shall be calculated based on the published minimum salaries for each period in accordance with current Contract provisions for the period.
- 10. Part-time pay rate increases shall be deferred on the same schedule as full-time member pay.
- 11. The Board and SUOAF-AFSCME agree that members furloughed July 2, 3 and 5 shall be permitted to add one day to their vacation day balance for each day furloughed, or a member may request payment (in writing to the personnel office) for furloughed days. Such payment will be reduced by any unemployment paid or owed to the member and will be made in the check dated December 13, 1991. The settlement of this issue is without precedent and with prejudice. Further, this agreement is full and final settlement of all outstanding grievances, arbitration actions, prohibited practice charges, or any other related claims. SUOAF-AFSCME shall withdraw all such pending actions.

- 2 -

(11/19/91 11:36 AM)

- 12. In the event that economic crisis, which through good faith efforts the parties cannot deter, results in separation of members; such members shall have the giveback portion restored to them plus two months' salary as severance pay.
- 13. Pursuant to Articles 30.1 through 30.3.2, the parties agree to support the language in the Executive Branch/AFSCME Council 4 Agreement concerning pension, health insurance benefits, and related issues applicable to bargaining units.
- 14. Effective July 1, 1992, through June 30, 1994, no University Assistant or other part-time non-bargaining unit employee shall be assigned to the work formerly done by a SUOAF member whose position becomes vacant during said period.
- 15. From the date of this Agreement, through June 30, 1993, for reclassification grievances the parties agree that at the conclusion of Step 4 in the grievance process the arbitration deadline shall be extended by one year. During this period, the Local President and CSU Vice President for Personnel shall meet and consider the merits of the dispute. Upon mutual agreement, resolution of the grievance shall be final and binding. The parties recognize the experimental nature of this procedure and neither shall cite this provision as precedent in any future arbitration.
- 16. The parties agree to extend the current Contract through June 30, 1994. The parties further agree to commence negotiations, restricted to wages for FY 1993-94, on or about January 1, 1993.

- 3 -

For State University Organization of Administrative Faculty - AFSCME

For Connecticut State University Board of Trustees

Date

Doc. 206

(11/19/91 11:42 AM)