

CT BOARD OF REGENTS FOR HIGHER EDUCATION
MINUTES – SPECIAL MEETING – 10 AM, THURSDAY, JULY 20, 2017
SYSTEM OFFICE - REGENTS BOARDROOM
61 WOODLAND STREET, HARTFORD, CT

REGENTS – ATTENDANCE (Y = yes / N = no)	
Matt Fleury, Chair	Y
Yvette Meléndez, Vice Chair	Y
Richard J. Balducci	N
Aviva D. Budd	Y
Lawrence J. DeNardis	Y
Merle W. Harris via teleconference	Y
David R. Jimenez	N
William J. McGurk	Y
Holly M. Palmer via teleconference	Y
JoAnn H. Price via teleconference	Y
Elease E. Wright	Y
Holly Palmer, SAC Chair via teleconference	Y
*Barbara E. Richards, FAC Chair via teleconference	Y
*Stephen Adair, FAC Vice	N
*Scott D. Jackson, Labor Commissioner	Y
*Raul Pino, Public Health Commissioner	N
*Catherine H. Smith, DECD Commissioner via teleconference	Y
*Dianna R. Wentzell, Education Commissioner via teleconference	N
<i>*ex-officio, non-voting member</i>	

STAFF & UNIVERSITY/COLLEGE PRESIDENTS

Mark E. Ojakian, President
Alice Pritchard, Chief of Staff
Erika Steiner, Chief Financial Officer
Ernestine Y. Weaver, Counsel
Steve Weinberger, Vice President, Human Resources
Erin A. Fitzgerald, Associate Director, Board Affairs / Board Secretary
Wilfredo Nieves, President, Capital Community College

CALL TO ORDER

Chairman Fleury called the meeting to order at 10:05 am and, following roll call, declared a quorum present.

EXECUTIVE SESSION

On a motion by Chairman Fleury seconded by Regent Wright, the Board voted unanimously to go into Executive Session at 10:07 am for discussion concerning strategy related to collective bargaining.

At the request of Chairman Fleury, the following staff members remained with President Ojakian and board members: Alice Pritchard, Steve Weinberger, Ernestine Weaver, Erika Steiner and Erin Fitzgerald,

RETURN TO OPEN SESSION

The Board returned to open session at 11:37 am. Chair Fleury advised that there were no votes in executive session and that discussion was limited to strategy related to collective bargaining.

RATIFICATION OF CSCU COLLECTIVE BARGAINING AGREEMENTS

At the Chair's request, President Ojakian provided a brief overview of the negotiation process relating to the CSCU agreements and the state-negotiated SEBAC agreement process. Following discussion, **on a motion by Regent McGurk and a second by Regent Balducci, the following resolution was approved 7/2¹ (McGurk and DeNardis opposed).**

RESOLVED: That the Collective Bargaining Agreements listed below are hereby ratified and adopted, with copy of said Collective Bargaining Agreements attached hereto and incorporated herein

- a) Tentative Agreement Between State University Organization of Administrative Faculty and Board Of Regents for Higher Education, dated June 15, 2017
- b) Tentative Agreement concerning changes to Local 1588, AFSCME Council 4 and Office of Higher Education and Board of Regents for Higher Education Collective Bargaining Agreement Negotiations - Spring 2017, dated June 13, 2017
- c) Tentative Agreement concerning changes to Charter Oak State College Professional Bargaining Unit, Local 1214, AFSCME, Council 4 And Board of Regents for Higher Education Collective Bargaining Agreement Negotiations - Spring 2017, dated June 16, 2017
- d) Tentative Agreements as of June 7, 2017 Board of Regents for Higher Education and Congress of Connecticut Community Colleges And Federation of Technical College Teachers and AFSCME, Council 4, Local 2480, dated June 22, 2017
- e) Tentative Agreements as of May 4, 2016 Board of Regents for Higher Education and Congress of Connecticut Community Colleges and Federation of Technical College Teachers and AFSCME Council 4, Local 2480, dated May 4, 2016
- f) Tentative Agreements as of December 15, 2016 Board of Regents for Higher Education and Congress of Connecticut Community Colleges and Federation of Technical College Teachers and AFSCME Council 4, Local 2480, dated December 15, 2016
- g) Tentative Agreement between CSU-AAUP and CSUS-BOR, dated June 19, 2017

And be it further

RESOLVED that CSCU President Mark Ojakian is hereby authorized to execute said Collective Bargaining Agreements and any amendments thereto on behalf of the Board of Regents for Higher Education.

¹ Regent Price left the call during executive session at 11:28 am.

CSCU SYSTEM PRESIDENT MARK OJAKIAN

CSCU System President Mark Ojakian provided a brief update on the Students First initiative, noting that the working group meetings are ongoing (minutes posted online) with a follow-up report to the Board in the Fall.

NEASC & STATE INSTITUTIONAL ACCREDITATION – CAPITAL CC

Following a brief summary of the aforementioned item, **the following resolution was unanimously approved on a motion by Regent Harris, seconded by Regent Cohen**

RESOLVED: That the Connecticut Board of Regents for Higher Education accepts NEASC actions of April 20, 2017 regarding the regional accreditation of Capital Community College and grants continued state accreditation of Capital Community College until June 30, 2022.

Prior to adjourning the meeting, Regent Fleury referenced a news article in the Regents packets (Attachment A hereto) from Southern News concerning Regent DeNardis recently receiving an Honorary Fellowship Award from Liverpool John Moores University for his outstanding achievement in creating transatlantic academic opportunities.

ADJOURNMENT

On a motion by Regent Cohen, seconded by Regent DeNardis, the meeting was adjourned at 12:01 pm by a unanimous vote of the Board.

Submitted,

Erin A. Fitzgerald, Associate Director, Office of Board Affairs
Secretary of the CT Board of Regents for Higher Education

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CT BOARD OF REGENTS FOR HIGHER EDUCATION
SPECIAL Meeting, Thursday, July 20, 2017
System Office, Regents Boardroom, 61 Woodland St., Hartford, CT

Attachments to Minutes and/or Meeting Handouts/ Presentations

Posted online at <http://www.ct.edu/regents/minutes>

A. DeNardis honorary fellow

B. Tentative Agreements

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Liverpool Honors DeNardis for Role in Creating Transatlantic Partnership

Jul 18, 2017

Lawrence DeNardis, a member of the [Connecticut State Board of Regents for Higher Education \(BOR\)](#), recently received the award of an Honorary Fellowship of [Liverpool John Moores University \(LJMU\)](#). One of 12 Fellows chosen for 2017, DeNardis was honored for his outstanding achievement in creating transatlantic academic opportunities. He was instrumental in helping to establish the pioneering transatlantic partnership between Southern and LJMU, which provides a unique student exchange program, including opportunities for joint degrees.



DeNardis received the award during LJMU's graduation ceremony, held at Liverpool Cathedral before an audience of over 3000 graduates and guests.

The [Trans-Atlantic Alliance between SCSU and LJMU](#), now in its third year, has included research internships, study abroad for students from both institutions, faculty exchanges, and the approval of the first programs in a portfolio of joint master's degrees. SCSU President Joe Bertolino and former Provost Ellen Durnin were part of [a small delegation that visited Liverpool in May](#) to meet with LJMU leadership and advance the university's first major international partnership.

The Fellowship was presented to DeNardis by Sir Malcolm Thornton, who joined LJMU's Board of Governors in 2001 and became chairman and pro-chancellor in 2007, a position he held until 2013. Thornton and DeNardis have known each other for 35 years and share a "passion for education as an engine of change," said Thornton in his remarks during the presentation. A few years ago, together they began to plant the seeds for the transatlantic partnership between LJMU and SCSU.

Thornton said, "It's not easy to establish a formal partnership between universities on different sides of the Atlantic. We have succeeded – we have succeeded because of shared values, shared beliefs and because our academic staff, here and in America, have seized the opportunity to create new ways to work together."

DeNardis said of his award, "It is with great pleasure to have this honour bestowed on me and to my wife to be here with me. It is true that this 35-year friendship has led to a strong partnership between SCSU and LJMU – a partnership that will benefit countless students at both institutions for decades to come."

LJMU's highest honor, the Honorary Fellowship is bestowed each July during Graduation Week upon a select group of individuals from outside the university, in recognition of their outstanding achievement in a given field or profession, and who personify the university's ethos and go on to inspire others.

The Fellowship of the university is an association of individuals who are closely connected with the work of LJMU, and Fellows play an active role in the life of the university by delivering guest lectures, hosting events, helping with projects and in some cases mentoring and supporting individual or groups of students.

DeNardis' own academic career includes 16 years as an associate professor and chairman of the Department of Political Science at Albertus Magnus College, visiting professor of government at Connecticut College, guest scholar at the Woodrow Wilson International Centre for Scholars of the Smithsonian Institution, and seminar instructor at Yale University. He earned his bachelor's degree in economics from the College of the Holy Cross and a master's and a Ph.D. in government from New York University.

He has pursued a combined political and educational career and as a public servant has worked to create opportunities to raise the aspirations of the communities he has served, Thornton said.

President Emeritus of the University of New Haven and a former United States Congressman from Connecticut, DeNardis has been a federal and state legislator and chief executive officer, in addition to his work as a political science professor. He represented Connecticut's Third District in the U.S. House of Representatives from 1981 after serving five terms in the Connecticut State Senate from 1971.

He was the Acting Assistant Secretary for Legislation at the U.S. Department of Health and Human Services in 1985-86 and was appointed by President George Bush to serve as a member of the Board of Regents of the National Library of Medicine.

In 2005 and 2006, DeNardis was an official election observer for national parliamentary and presidential elections in Ukraine and Tanzania and co-chaired delegations from both the Association of former members of Congress and the National Democratic Institute for International Affairs. He also led a delegation of former members of Congress to meet with the new president of Chile in February 2006.

DeNardis was appointed in 2012 to the BOR, which governs Connecticut's four state universities; 12 community colleges; and Charter Oak State College.

ATTACHMENT B

TO 7/20/2017 BOR Meeting Minutes

Tentative Collective Bargaining Agreements

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TENTATIVE AGREEMENT
BETWEEN
STATE UNIVERSITY ORGANIZATION OF ADMINISTRATIVE FACULTY
AND
BOARD OF REGENTS FOR HIGHER EDUCATION

ARTICLE 1
DEFINITIONS

SECTION 1.2 The Connecticut State University

The sSystem including Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, and Western Connecticut State University and the System Office (including any laboratory schools, branches, divisions, or subdivisions thereof), both individually and collectively. The term "University" may denote one or all of the particular Universities within the system except where the Connecticut State University as a whole is specifically cited.

ARTICLE 2
RECOGNITION OF SUOAF-AFSCME

ARTICLE 2 — RECOGNITION OF SUOAF-AFSCME

The Board recognizes SUOAF-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 Universities 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 State University President, Vice President, Dean, statutory exclusions pursuant to CGS 5-270 to 5-280, other employees of the Board, and the following positions: Executive Assistant to the President (each university), Director of Research (each university), Director of Institutional Safety (each university), Directors of Plant Planning and Maintenance (Eastern Connecticut State University only), Director of Development (Eastern Connecticut State University only).

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

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 nor will management request or designate a member

to do so on their behalf. The Board will not employ a member on terms less favorable than those stated herein.

ARTICLE 3

NON-DISCRIMINATION

SECTION 3.1

The Board of Trustees and SUOAF-AFSCME agree that no member of the bargaining unit shall be discriminated against in violation of federal or state statutes, such as discrimination based on race, color, religious creed, age, sex, marital status, sexual orientation, national origin and disability or any other protected class as recognized by Connecticut state law. Violations of this section shall be grievable but not arbitrable. Any claim of violation may be filed through the Commission on Human Rights and Opportunities (CHRO) or any appropriate legal forum.

3.2 The parties to this agreement recognize the compelling need to increase the minority proportion of bargaining unit members to more closely approximate the racial and ethnic diversity of the population of our state and nation.

Notwithstanding other provisions, if any, in this Agreement to the contrary, the following affirmative programs and actions are adopted to increase the proportion of minority bargaining unit members.

The President/Chancellor shall bring into being a Minority Recruitment and Mentoring Committee under the direction of the Affirmative Action Officer. The committee shall have a minimum of two minority bargaining unit members. The Committee shall be charged with the responsibility for identifying and recommending qualified minority candidates to search committees after the promotional process in Article 10 has been followed. Travel and associated costs for this effort approved by the Affirmative Action Officer may be charged to the University's budget.

The Minority Recruitment and Mentoring Committee shall ensure that mentoring arrangements are available for newly appointed minority employees. The mentors shall be charged with responsibility for enhancing the professional development of minority employees during the first ~~1-3 years of their appointment(s).~~ 1-6 years of employment and/or during the first 3 years in a new position or reassignment. Costs of this effort, which may not include any salary payment for the mentor(s) or related personnel, may be charged to the support fund described below.

When direct continuing support for obtaining credentials/qualifications is provided to appointees, it shall be part of individual agreements prescribing the support accepted by the appointee and specifying that the appointee will remain with CSU for an appropriate interval after the support has ended. Such agreements shall require the approval of the university President/Chancellor. The existence or substance of a mentoring agreement is not to be considered in an appointee's evaluation pursuant to Article 19.

The continuation of a mentoring agreement is conditioned upon the appointee's renewal of appointment pursuant to Article 14.

Funding for the mentoring program shall be available in proportion to university bargaining unit membership.

Funding for this program shall be .0261 of the aggregate biweekly salary of bargaining unit members based on an April payroll listing. Unexpended funds shall roll over for use in succeeding fiscal years. The Board shall provide the union with a report detailing all expenditures under this program annually.

Together the parties agree to promulgate principles that seek to insure affirmative action within the Connecticut State University. The parties further agree to the universities' policy on racism, sexual harassment and other acts of intolerance. This section is not grievable.

ARTICLE 5 — UNION RIGHTS

5.1 Employees shall have the right to join and participate in, or to refrain from joining and participating in SUOAF-AFSCME. There shall be no discrimination, interference, restraint, or coercion by the Universities or SUOAF-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 provide ~~a copy of this Agreement to all new administrative faculty members~~ with a link to access this Agreement and shall promptly notify the Union of all changes in the employment status of bargaining unit members and the reason for such changes.

ARTICLE 5 **UNION RIGHTS**

SECTION 5.4/5.6

5.4 The Board agrees to provide the Union with reasonable office space at each State University and the System Office. Employees of the Union shall have the same parking privileges at the State Universities as members of the bargaining unit.

5.6 The Board and SUOAF-AFSCME encourage periodic meetings between the Presidents of Central, Eastern, Southern, and Western, and the System Office, respectively, and SUOAF-AFSCME Chapter Officers and similar meetings of the Chancellor of the Connecticut State University (or designee) and the Executive Officers of SUOAF-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 9 UNIVERSITY PARTICIPATION

~~9.4 Under the President's direction, each University shall prepare, publish, and distribute a handbook to the administrative faculty, which shall contain but not be limited to the following:~~

- ~~• an organizational chart showing the administrative and academic structure of the State University System and of the particular University;~~
- ~~• procedures detailing the channels of communication and decision making among individuals, departments, committees, and governing bodies;~~
- ~~• a complete and current copy of the University Senate bylaws and those of other University bodies.~~

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

ARTICLE 10 ADMINISTRATIVE FACULTY RANKS

10.2 All positions within the bargaining unit shall be classified as Administrator I through Administrator VII. The Administrator I rank is comprised of two separate classifications: trainee or working level. **The Administrator VII rank shall have differentiated salary ranges to be utilized for University Physician (or similar such position) and Athletic Director (NCAA Division I).** This system of administrative faculty ranks shall remain in effect for the Contract term or until changed by mutual agreement.

10.2.3 University Physician The salary range for University Physician (or similar such position where a bona fide mandatory qualification is a medical degree and license to practice medicine) shall have a minimum that is 15% higher than that of rank VII, maximum 13.6% higher than that of rank VII, annual salary to be determined pursuant to Article 29.3.

10.2.4 Athletic Director (NCAA Division I) The salary range for Director of Athletics at a University where the athletic program is a member of Division I of the NCAA shall have a minimum that is 15% higher than that of rank VII, maximum 15% higher than that of rank VII, annual salary to be determined pursuant to Article 29.3.

ARTICLE 11

VACANCIES

SECTION 11.2

As soon as Management decides to fill a vacancy in the bargaining unit, electronic notice shall be sent to the four universities and the System Office, ~~for posting in designated areas~~. At the same time, each SUOAF-AFSCME Chapter President shall receive a notice of the bargaining unit vacancy.

ARTICLE 15

CONTINUING 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.

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 University President's/Chancellor'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 (6th) year of full-time service at the University. 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 University. 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 (6th) year of employment under a term contract constitutes the awarding of continuing appointment.

Members may be recommended for continuing appointment regardless of the length of their employment. Failure to grant continuing appointment early is not grievable.

15.2a Within thirty (30) days of the commencement of a member's employment, the member must elect a continuing appointment track or a two (2) year renewable term track. A member must have the opportunity to consult with a union representative prior to making this election. A member will have an additional (30) day opportunity to make a new election with union representation if they change jobs during their career. A member who fails to make a timely election shall default to a continuing appointment. Members who elect two (2) year renewable terms will receive notice in the case of non-renewal as follows: (a) thirty

(30) days if non-renewal occurs during the initial appointment; and ninety (90) days if non-renewal occurs during any subsequent appointment .

15.2.1 During the term appointment period, paid leaves shall not affect continuity of service. Persons with unpaid leaves, pursuant to Article 25, reestablish continuity of full-time service upon return from such leave.

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

15.2.3 Pursuant to Article 13.1, employees on grant-funded appointments are not eligible for continuing appointment.

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, University personnel, and the general public;
- (3) quality of participation and professional judgment in University 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 2 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 University. Nothing in this Agreement shall prevent the transfer of a member's continuing appointment rights in one University of the system to another if the receiving University consents to do so.

15.6 Persons promoted to Management or Confidential Professional unclassified positions, 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 for a period of three (3) years from the date of promotion. Former SUOAF members promoted into and holding Management or Confidential Professional unclassified positions prior to July 1, 2001, retain their return rights. No return shall cause the removal of a current bargaining unit member from his position.

15.7 When a member within SUOAF or AAUP with tenure or continuing appointment transfers from one unclassified bargaining unit to another, conditions of the transfer, and possible return, shall be negotiated in advance with all affected bargaining units. Any resulting written agreement shall prevail over the provisions of any contract then in effect.

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 University 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 University 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 University functions, course privileges available pursuant to Article 22 and inclusion on the mailing list for all University publications.

ARTICLE 16 **WORKLOAD**

Section 16.8 (NEW SECTION)

16.8.1 Telecommuting

The President or his/her designee may authorize an individual to perform work from a remote site. Telecommuting is by mutual agreement only.

The employee must have internet and telephone access at the employee's expense at the proposed telecommuting site.

The employee must have a job function acceptable for telecommuting, ie- one that can be performed at a remote site without diminishing the quality of the work, the availability of services, or disrupting the productivity of an office.

16.8.2 Approval.

A request for a telecommuting agreement must first be completed by the member and is forwarded to his/her immediate manager for discussion and approval. If approved by the immediate supervisor, the request for approval will be sent to the Vice President, Associate Vice President or CIO responsible for the member's functional area. If approved at that level, the request shall then be sent to the President or his/her designee, generally the Chief Human Resources Officer for final approval. An employee for whom an agreement has

been approved shall not provide day care services while telecommuting. A telecommuting agreement shall be for a period not to exceed three months.

The operational needs of the System take precedence over telecommuting agreements. A telecommuting employee must forego telecommuting if needed in the office on a regularly scheduled telecommuting day, but the individual should be given as much notice as is reasonably possible. A supervisor may allow for flexibility in scheduling the specific days of the week used for telecommuting and allow week-to-week flexibility to meet changing needs.

16.8.3 Renewal

Upon its expiration, a telecommuting agreement may be renewed for a period not to exceed three (3) months in accordance with the approval process set forth herein.

16.8.4 Occasional Remote Work

The parties recognize that situations arise that necessitate response by members who are off site or during off hours but do not require the member to return to the worksite to respond. In the event that a member responds to such a situation, the member should respond appropriately according to university procedures and act first to protect the health and safety of students. As soon as practicable, the member should notify the immediate supervisor of the work done from the remote location and the number of hours worked, providing incident reports, e-mails or other documentation of the hours claimed. The hours may then be documented on the member's timesheet as time worked. The parties recognize that if a member as a part of their job responsibilities is required to work remotely that they may document said hours on their time sheet. Nothing herein is intended to relieve an employee from the duty to immediately notify the first supervisor outside the bargaining unit of the existence of situations referenced herein.

16.8.5 Grievance and Arbitration Procedure

The provisions of this section shall not be subject to the grievance and arbitration procedure.

ARTICLE 17 WORKING CONDITIONS

SECTION 17.5

Members shall have reasonable access to their place of work outside of regularly scheduled hours. Keys and/or keycards granting them access to their offices and/or primary places of responsibility shall be provided at no expense when requested.

ARTICLE 23 PROFESSIONAL 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 travel voucher. A member may be reimbursed above the GSA rate for lodging, if such cannot be obtained at the GSA rate.

ARTICLE 26

MATERNITY LEAVE

26.2 Adoption Leave

A bargaining unit member who adopts a child will be entitled to adoption leave. Any absence related to the adoption of a child may be charged to sick leave, up to a maximum of ten (10) days. The member shall give notice of intention to take such leave within seven (7) days of being notified by their adoption agency that they have been matched with a child for adoption, unless this is not reasonably practicable. A matching certificate provided by the adoption agency shall be submitted to verify the adoption. ~~In addition, in cases where two members are adopting a child together, only one of the two is eligible for adoption leave at the employees' option.~~

ARTICLE 29

COMPENSATION

29.4 Merit Increases

~~Merit increases are the means by which the University recognizes significant contributions to the institution.~~

~~29.4.1 In accordance with evaluations conducted pursuant to Article 19, those members receiving an overall "excellent" rating on their most current evaluation may be recommended to the President for merit increases by appropriate Management officials.~~

~~29.4.2 Merit increases will be awarded upon the recommendation of the President no later than September 1 and shall be effective the pay period which includes September 1 in accordance with the procedures outlined in 29.4.3.~~

~~29.4.3 Merit increases shall be added to the member's base salary in any amount between \$20 and \$75 biweekly. The amount of merit pay, which exceeds the member's maximum, shall be paid in a lump sum payment in the salary check at the close of that pay period including November 1. Said lump sum payment shall be a bonus and shall not be part of the salary base. A pool of money, which shall be 0.27 percent (0.27%) of the aggregate, biweekly base salary of the bargaining unit as of the last Thursday of the pay period which precedes that in which July 1 falls, shall be set aside for professional development. such merit increases. Funds for such pool shall be in addition to those funds available for compensation pursuant to Articles 29.3.2 through 29.3.5. Monies not spent for merit increases shall be placed in a continuing fund for professional development of members. Such unspent funds shall roll over from year to year.~~

~~29.4.4 Merit provisions are not subject to the grievance procedure.~~

Commencing on July 1, 2017, the pool of money formerly applied to merit increases will be applied to professional development under Article 22.6. This pool of money will be in addition to the professional development funds that currently exist and will expire at the end of each fiscal year.

APPENDIX E

CLASSIFICATION AND COMPENSATION PROGRAM

The parties agree to mutually select an expert in the field of classification and compensation to conduct an assessment of the classification and compensation program contained in this agreement. Such assessment shall be for the purpose of ascertaining the utility and effectiveness of the existing program and offering suggestions for improvements in both substance and process in an effort to implement best practices. Any revisions to the classification and compensation program shall require mutual agreement with a target implementation date of July 1, 2018. Half of the cost of the expert will be deducted from the professional development money that was formerly allocated for merit with a lifetime maximum of \$20,000.00. Normal processes will continue until an alternate agreed upon process has come into effect.

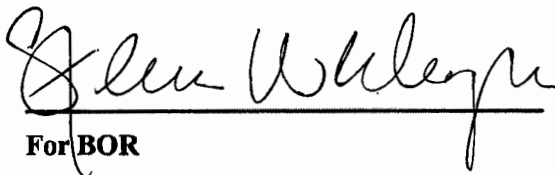
Provisions consistent with the SEBAC Framework (economic) with five (5) years duration:

1. Wage Package for five (5) years FY 17 through FY 21 (July 1, 2016 through June 30, 2021)
 - a. Years 1 and 2: Hard Freeze
 - b. Year 3: \$2,000 one-time payment, or top step lump sum (to those already eligible) plus \$1,000 if greater. All pensionable. One-time payments paid in July of 2018. Top step lump paid on normal increment date. (One-time payment amount prorated for part-time unit employees).
 - c. Years 4 and 5 to be implemented as followed: For FY20, the maxima and minima of each rank shall be increased by 5.5 percent (5.5%). For FY21, the maxima and minima of each rank shall be increased by 5.5 percent (5.5%). In lieu of the usual method for salary determination, pursuant to SEBAC discussions, each member shall receive a 5.5 percent (5.5%) increase in salary for FY20 and a 5.5 percent (5.5%) increase in salary for FY21.
2. Three (3) furlough days, year 2 of CBA (7/1/17-6/30/18) – the amount of compensation equivalent to the three (3) days shall be spread over the period of time remaining after the ratification of the Agreement and 6/30/18. The days will be taken at the choice of the employee subject to the approval of management.


3. Four (4) years job security subject to the procedures used in SEBAC 2011 (Parties may discuss voluntary alternatives if reorganization). Effective July 1, 2017, layoffs covered by current notices will not be implemented.
4. April 2018 longevity payments will be made in July 2018.
5. Continuation of language to prevent privatization leading to layoffs.
6. Allow use of sick time to pay for family FMLA, and allow more intermittent leave, provided change is made so that additional unpaid leave is not tacked on end of FMLA leave.

This Agreement is subject to approval of the Board of Regents, membership ratification, and approval of the legislature pursuant to Connecticut General Statutes Section 5-278.

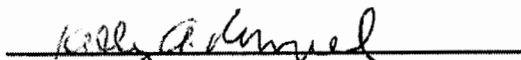
In witness whereof, the parties have affixed their signatures as duly authorized collective bargaining agents.


For BOR

6/15/17
Date


For SUOAF – AFSCME, Local 2836
Local President

15 Jun 17
Date


For SUOAF – AFSCME, Local 2836
Council 4 Staff Rep

6/15/17
Date

**Tentative Agreement concerning changes to Local 1588, AFSCME Council 4
And
Office of Higher Education
And
Board of Regents for Higher Education
Collective Bargaining Agreement
Negotiations – Spring 2017**

Article 4 – Union Rights

Section 3.3 (new)

If needed, a total of four (4) hours of release time per week shall be made available for the Union President and Executive Board for the purpose of handling grievances, training and carrying out other duties associated with the office.

In the sole discretion of the Agency Head, additional time may be granted.

Section 3.4

Members of the bargaining unit shall be permitted to attend scheduled quarterly meetings of Local 1588 for one hour without any loss or penalty provided that such attendance does not interfere with the discharge of their professional responsibilities. A minimum of two weeks' notice will be provided to management regarding said meetings. Permission to attend shall not be unreasonably withheld.

Section 3.7 (new)

Management shall promptly notify the Union in writing of substantial changes of a duration lasting longer than three (3) months to the duties or responsibilities of any member in the bargaining unit.

Article 6 – Hours of Work

Section 6.3

An employee who is required to travel on employer business shall be reimbursed for meals in a manner consistent with the State Travel Regulations as promulgated by DAS.

Section 6.5 (new)

When compatible with their professional responsibilities, staff may vary their office hours by sixty minutes daily on an irregular basis, but must provide notification of such to the Division Director and obtain such Division Director approval when practicable. Said variances must remain in the confines of 7:30 a.m. to 5:30 p.m. on the workday where the variance occurred. Such approval cannot be unreasonably denied.

Section 6.6 (new)

Subject to applicable Department of Administrative Services' regulations and with the approval of the Agency Head, employees shall be permitted intermittent telecommuting in the event of an unforeseen circumstance.

Section 6.7 (new)

Employees shall be permitted a voluntary reduction in schedule upon request if they are still able to meet their job responsibilities in doing so. A reduction shall encompass any schedule which is less than forty (40) hours per week. Any employee seeking said reduction shall make said request in writing to his or her Division Director with his or her proposed schedule. The Agency Head shall grant said request if (1) the employee's Division Director has determined that the reduction is feasible and (2) such work will not have a negative impact on the operation of the office. The Agency Head shall respond to any such request within twenty (20) workdays of the request. Any denial shall be accompanied by a reason for the denial. Denials shall not be arbitrary or capricious.

Article 8 – Discipline

Section 8.1

No DHE professional employee member shall be disciplined under this agreement except for just cause. Discipline is defined as any written reprimand, suspension with or without pay or dismissal from service for just cause. Prior to imposing any disciplinary action, the appropriate Management official shall inform the Union and the member. Written charges must accompany any discipline.

Article 9 – Grievance Procedure

Section 9.1 – Definition

A grievance is defined as any difference or dispute arising from the application or interpretation of the terms of this Agreement. All grievances shall be in writing and filed within ~~five (5)~~ ten (10) working days of the act or omission complained of on a form to be developed by the parties. Such form shall require the specific identification of the section of this Agreement alleged to be violated, the specific relief requested, and an acknowledgement that the grievance has been filed within the appropriate time limit.

Section 9.2 - Grievant

The employee organization designed as the exclusive representative shall have the following rights: notice of the grievance; and the right to be present during any meeting at the ~~Commissioner's~~ Agency Head's level or above under the grievance procedure.

Section 9.3 – Time Limits

The time limits are of the essence and time limits specified in each step of the grievance procedure may be extended by mutual agreement.

Section 9.4 – Informal Resolution

The parties encourage attempts to resolve grievances without resort to the formal procedures outlined below.

Section 9.5 – Step 1

Management - The first line manager outside of the bargaining unit shall be that person employed with the OHE or BOR. The grievance shall be filed with the Manager who supervises the employee who shall meet with the grievant within ten (10) calendar days of such submission. The ~~grievant~~ grievance shall be answered in writing within seven (7) calendar days of such meeting.

Section 9.5.1 – Step 2

Agency Head – Within fourteen (14) calendar days after the date of the Manager's answer or the date the answer was due, whichever is earlier, the grievance may be filed with the Agency Head or Designee, who will meet with the grievant within ten (10) calendar days after receipt of the grievance. The grievance shall be answered in writing within seven (7) calendar days of such meeting.

~~Section 9.5.2 – Step 3~~

~~Board – Within fourteen (14) calendar days after the date of the Agency Head's answer or the date the answer was due, whichever is earlier, the grievance may be filed with the Board. The Board, or its designee(s), will meet with the grievant within ten (10) calendar days after receipt of the grievance. The grievance shall be answered in writing within seven (7) calendar days of such meeting.~~

Section 9.5.3 2 – Step 4 3

Arbitration (Method) – Within ten (10) calendar days after the date the ~~Board's~~ Agency Head or Designee's answer, or the date the answer was due, whichever is earlier, the Union may submit an unresolved grievance, except those related to vacancies, job postings, appointment, promotion, transfer, layoff, recall or merit pay to arbitration, but no individual employee may submit a grievance to arbitration. Timely filing shall be determined by the U.S. Post Office mark.

Article 12 – Vacations

Section 12.2.1

~~Said employee shall take a minimum of ten (10) days vacation each year. Up to twelve (12) vacation days per year may be carried over into the next calendar year. Professionals may accumulate over ninety (90) vacation days during the calendar year, but may carryover only the maximum of ninety (90) on any January 1st. Unused vacation days in excess of such maximum accumulation shall be forfeited. Effective January 1, 2011 Professionals may accumulate over one hundred twenty (120) vacation days during the calendar year, but may carryover only the maximum of one hundred (120) on any January 1st.~~

Earned vacation days may be carried over into the next calendar year to a maximum of one hundred twenty (120) days on any January 1st.

Article 14 – Sick Leave

Section 14.2

Conditions. Earned sick leave is granted to members for the following reasons; (1) incapacitation for duty; (2) dental or medical examination or treatment for which arrangements cannot be made outside of working hours; (3) when presence at work will expose other 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 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 attendance or aid of~~ the employee, then up to five (5) working days' leave per calendar year shall be granted; (6) as much as three (3) working days' leave per calendar year shall be granted to fulfill the obligation or traveling to, attending, and returning, from funerals of persons other than members of the Immediate family, if granted by the Division Head.

Section 14.4

~~Donation of Vacation or Personal Leave Time.~~ From time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation, sick or personal leave to a fellow bargaining unit and/or agency member who is suffering from a long term or terminal illness or disability and who has at least six (6) months of State service and has achieved permanent status and has exhausted his/her own accrued paid time off. Such benefit shall be subject to review and approval by the Agency Head or his/her designee. The donation shall be made only in minimum units of one day (or the equivalent hours), which shall be the length of the standard workday (e.g. 8 hours).

Article 15 – Personal Leave

Section 15.2 – Court Leave (new)

Any member who has jury duty shall be entitled to receive full pay and benefits for the duration of such duty in return for relinquishing all fees to Management. Any member who is subpoenaed as a witness in connection with a work related matter will receive full pay for the duration of the subpoena. In no instance shall such pay exceed an employee's regularly scheduled hours.

Article 17 - PROFESSIONAL GROWTH-Outside Employment

Section 17.4 (new)

Any member may undertake outside employment, including teaching at any institution of higher education with which the member's duties do not present a conflict of interest as determined by the State Code of Ethics.

Provisions consistent with the SEBAC Framework (economic) with five (5) years duration:

1. Wage Package for five (5) years FY 17 through FY 21 (July 1, 2016 through June 30, 2021)
 - a. Years 1 and 2: Hard Freeze
 - b. Year 3: \$2,000 one-time payment (pensionable). One-time payments paid in July of 2018. One-time payment amount pro-rated for part-time unit employees.
 - c. Years 4 and 5:

Effective with the pay period that includes ~~July 1, 2013~~ July 1, 2019 all contractual employee rates of pay shall be increased by a general wage increase of ~~3%~~ 3.5%; in addition each employee will receive a \$1,000 increase to his/her annual salary or 2.0% increase to his/her annual salary -whichever is greater effective ~~July 1, 2013~~ July 1, 2019;

Effective with the pay period that includes ~~July 1, 2014~~ July 1, 2020 all contractual employee rates of pay shall be increased by a general wage increase of ~~3%~~ 3.5%; in addition each employee will receive a \$1,000 increase to his/her annual salary or 2.0% increase to his/her annual salary -whichever is greater effective ~~July 1, 2014~~ July 1, 2020

~~Effective with the pay period that includes July 1, 2015 all contractual employee rates of pay shall be increased by a general wage increase of 3%; in addition each employee will receive a 2.0% increase to his/her annual salary effective July 1, 2015.~~

2. Three (3) furlough days, year 2 of CBA (7/1/17-6/30/18) – the amount of compensation equivalent to the three (3) days shall be spread over the period of time remaining after the ratification of the Agreement and 6/30/18.

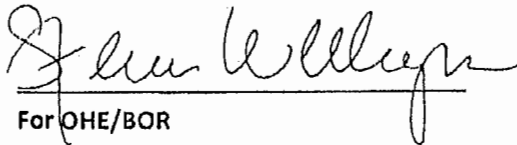
Proposed language: The parties agree that there shall be three mandatory furlough days between July 1, 2017 and June 30, 2018. The value of the three furlough days shall be spread over the period of time remaining after the ratification of the Agreement and June 30, 2018. The Agency will calculate the value of three days based on the daily rate of pay for each member. The Agency will reduce each biweekly pay check throughout the period identified above for the members by a pro-rata share of the total value of the three furlough days that fall within said period of time. Employees shall identify and request the days that they'd like to observe as a furlough day. The requests shall be subject to prior approval of the Agency Head and shall not be unreasonably denied.

3. Four (4) years job security subject to the procedures used in 2011 (Parties may discuss voluntary alternatives if reorganization). Effective July 1, 2017, layoffs covered by current notices will not be implemented.

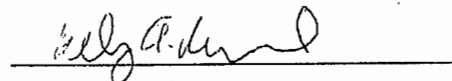
4. April 2018 longevity payments will be made in July 2018.
5. Continuation of language to prevent privatization leading to layoffs.
6. Allow use of sick time to pay for family FMLA, and allow more intermittent leave, provided change is made so that additional unpaid leave is not tacked on end of FMLA leave.

This Agreement is subject to approval of the Board of Regents, membership ratification, and approval of the legislature pursuant to Connecticut General Statutes Section 5-278.

In witness whereof, the parties have affixed their signatures as duly authorized collective bargaining agents.


For OHE/BOR

6/13/17
Date


AFSCME, Local 1588
Connecticut Council 4

6/13/17
Date


President, AFSCME, Local 1588
Connecticut Council 4

6/13/17
Date

**Agreement concerning changes to Charter Oak State College
Professional Bargaining Unit, Local 1214, AFSCME, Council 4
And
Board of Regents for Higher Education
Collective Bargaining Agreement
Negotiations – Spring 2017**

Universal changes:

1. The parties agree that wherever the term "BSAA" appears in the collective bargaining unit agreement, the term "COSC" or "BOR" shall be inserted in place thereof.
2. The parties agree that wherever the term "Executive Director" appears in the collective bargaining unit agreement, the term "President" shall be inserted in place thereof.

Preface

~~This agreement constitutes the resolution of the wage reopener for the 2006-2007 contract year that was contained in the parties' agreement for 2002 to 2007 and the extension of that agreement, as modified, throughout June 30, 2010.~~

Article 3 – Rights of the Union

Section Three

~~For each regular or special public meeting of the Board, a copy of the agenda will be mailed or provided to the President of the Local at the same time it is mailed to the members of the Board.~~

Section Four

(c) The Union President and two (2) additional members of the bargaining unit shall receive release time for the purposes of contract negotiations during the employees' normal hours of work.

Section Five

~~(a) The Board will continue to notify employees of their vacation, sick, leave and compensatory time balances on a quarterly basis.~~

Section Six

When the Union President needs to conduct union business, ~~to meet with an employee to discuss a potential grievance or other matters relating to contract administration of this Agreement~~, the Union President will notify his/her supervisor and the supervisor of ~~the~~ any additional employee(s). The Union President will advise the supervisors of the date and time of the meeting and the approximate time that will be needed but will not need to disclose the specific purpose of the meeting. The Union President will schedule any such meeting so as to minimize the impact upon the work operations. The College President may deny any request in excess of 3 hours per week.

Article 7 – Probationary Period and Seniority

Section Five – Job Postings

As vacancies occur in the bargaining unit, they shall be posted for a period of at least seven (7) calendar days, ~~except when the best interests of the agency require otherwise.~~ A copy of the vacancy notice shall be sent or provided to the Local President prior to or concurrent with posting.

Vacancies shall be filled according to affirmative action search procedures, as well as taking into account education, experience, skills, abilities and seniority. When in a pool of applicants from inside or outside the Agency, the ~~Executive Director~~ College President determines that internal candidates have substantially similar skill and ability as other applicants, the most senior employees shall be granted the position. Selection decisions shall not be subject to the grievance or arbitration procedure.

Section Seven

The Employer shall ~~provide all~~ make available the current collective bargaining agreement for all new employees in the bargaining unit with a copy of the current collective bargaining agreement.

Section Eight (new)

Management may, after consultation with the union, assign a position to a higher rank or implement an in-rank salary adjustment in order to address disparities reflected in the marketplace.

Section Nine (new)

Management may offer a retention bonus to members whose skills bring special value to the College and when such skills are in high demand in the marketplace. The College President or designee, after consultation with the Union, shall determine the amount of the bonus and when the bonus will be awarded to the eligible employee. Such bonus will not be added to the employee's salary base without Union approval. The bonus should be contingent on an offer of employment.

Article 8 – Hours of Work

Section Three

The parties recognize that the fulfillment of professional responsibilities may necessitate service to the agency in excess of the regular work week. Therefore, compensatory time for hours of work in excess of ~~one hour~~ a member's normal work schedule on a workday or work on a regular day off shall be granted at the discretion of the ~~Executive Director~~ President based on the following criteria:

~~(a) The amount of extra time must be in excess of one hour and must be authorized as provided herein.~~

~~(b)~~ (a) An unscheduled work week or flex time schedule, with the advance permission of the employee's supervisor, shall generally be used to accommodate hours worked other than the employee's normal schedule.

~~(e) (b) When it is not possible to adjust the work schedule to include the additional work hours, compensatory time may be accrued for work in excess of a member's regular work schedule, nine (9) hours on a regular eight (8) hour work day or for all hours worked on a regular day off. For employees who have a regular work day in excess of eight hours, compensatory time cannot be accrued until the employee has worked at least one hour beyond the regular work day.~~

Section Four - Inclement Weather

~~(a) When an employee is late for work due to severe traveling conditions caused by inclement weather, the employee shall not be charged for such lateness provided that:~~

~~1. He/she reports such conditions to management prior to the normal starting time, or as soon as practicable thereafter.~~

~~2. The employee arrives at work within a reasonable time when compared to other employees traveling to work under similar conditions.~~

~~In any arbitration of a dispute under this Section, unless the Board can be shown to have acted arbitrarily and capriciously, the arbitrator shall not substitute his/her judgment for that of the Board.~~

~~If the employee's lateness is not excused under this Section, the employee may request, subject to the discretion of management, to be allowed to charge the time to accrued leave or to work additional time to "make up" the time of the lateness.~~

~~This Section shall not apply if the employee fails to report to work and does not preclude the Board from applying progressive discipline for abuse of this policy.~~

~~(b) The reporting or release of BSAA employees in inclement weather shall be according to the following:~~

~~1. If the CCSU President officially closes the University, BSAA employees shall not report for work.~~

~~2. If the CCSU President officially issues a delayed opening, BSAA employees shall report to work at the designated time. If the CCSU President only cancels classes, BSAA employees shall report to work at their regular time, subject to the provisions of subsection (a).~~

~~3. Any decisions regarding early release of BSAA employees shall be made by the BSAA Executive Director.~~

~~4. This section shall not preclude an employee from requesting a vacation or personal leave day in situations of inclement weather.~~

~~5. If there is a Governor's announcement of a closing, delayed opening or early release that exceeds the time period of a similar action announced by the BSAA Executive Director and/or the CCSU President, BSAA employees may follow the Governor's announcement.~~

When any condition forces the closing or interruption of normal College operations, the President or his designee shall provide notice of such condition as soon as possible to members. Employee health and safety shall be a consideration in the President's decision to curtail or to delay College operations. If the President officially closes the College or any part thereof, affected members shall not report for work. If the President issues a delayed opening of the College, members shall report to work at the designated time.

When a member reasonably believes that he/she is unable to come to work because of hazardous driving conditions or that member chooses to depart early because of potential hazardous driving conditions, he/she shall charge the absence to personal or vacation time. IF the President closes the College due to weather, any member who charged time solely as a result of said conditions shall be reimbursed only for that time in which the College closed. In any of these situations, it is understood that essential personnel may still be called to work.

Section Six (new)

For the purpose of this article, a "special project" is defined as an unexpected task of temporary duration. Assignment of special projects shall normally be unrelated to a member's normal duties and/or outside of the member's normal hours of work, but within the scope of bargaining unit work. Payment for such assignment shall be on an hourly basis at the member's normal rate of pay and there shall be no earned time accrual or use, or any other benefit associated with special projects.

Once there is a need to assign a bargaining unit member to a special project and that compensatory time arrangements are not possible, the terms and conditions of such assignment shall be reduced to writing by the employee's supervisors and submitted to the President. The Union will receive notification of all special projects.

Article 13 – Grievance Procedure

Section Three – Time Limits

(a) A grievance shall be deemed waived unless submitted at Step 1 within ~~seven (7) calendar~~ ten (10) business days from the date of the cause of the grievance or within ~~seven (7) calendar~~ ten (10) business days from the date that the grievant or any Union representative knew or through reasonable diligence should have known of the cause of the grievance.

(b) In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefor shall apply as if the Employer's answer had been timely filed on that last day. The time limits specified in each step of the grievance procedure may be extended by mutual agreement.

Section Four

Informal Resolution. The parties encourage attempts to resolve grievances without resort to the formal grievance procedure and to resolve grievances at the lowest administrative level consistent with the actual authority of the management designee.

Section Five – Grievance Procedure

Step 1. Management Designee. A grievance shall be submitted to the employee's first management level supervisor in the chain of command who is outside of the bargaining unit. A meeting shall be held by that management supervisor or other management designee with the

grievant within ten (10) ~~calendar~~ business days of receipt of the grievance and a written response issued within seven (7) ~~calendar~~ business days of such meeting.

Step 2. ~~Executive Director~~ President. Within seven (7) ~~calendar~~ ten (10) business days after the date of the Step 1 response or the date that the response was due, whichever is earlier, an unresolved grievance may be submitted to the ~~Executive Director~~ President. The ~~Executive Director~~ President or his/her designee will meet with the grievant and the Union representative within ~~fourteen (14) calendar~~ ten (10) business days after receipt of the grievance. The grievance shall be answered in writing within ~~ten (10) calendar~~ seven (7) business days of such meeting.

Step 3. Board of Regents. Within ten (10) business days after the date of the Step 2 response or the date the response was due, whichever is earlier, an unresolved grievance may be submitted to the Board of Regents President or his/her designee. The Board of Regents President or his/her designee will meet with the grievant and the Union representative within ten (10) business days after receipt of the grievance. The grievance shall be answered within seven (7) business days of such meeting.

Step 3.4 Arbitration. Within ~~fourteen (14) calendar~~ fifteen (15) business days after the date of the Step 2 ~~3~~ response or the date the answer was due, whichever is earlier, an unresolved grievance may be submitted to arbitration by the Local or by the Board, but no individual employee may submit a grievance to arbitration. The filing to arbitration shall be by certified mail to the ~~Executive Director~~ President.

Article 15 – Tuition Reimbursement & Professional Development

Section One

(a) The ~~Board~~ COSC will allocate ~~\$6,500 in the first (2006-2007) contract year~~ \$12,000 in the second (2017-2018) contract year and each contract year thereafter for tuition reimbursement and reimbursement of professional development activities as provided under this Article. ~~The allocation shall be \$7,500 in the second (2007-2008) and third (2008-2009) contract years and \$8,000 in the fourth (2009-2010) contract year.~~ The purpose of the fund shall be to provide an opportunity for employees to ~~complete college course work in a job-related field and to~~ participate in professional development activities which are job related or which provide opportunities for professional advancement and are related to the mission and goals of Charter Oak State College or the Connecticut Distance Learning Consortium.

(b) Unused funds from one contract year shall be carried over into the following contract year but any such unused funds shall expire upon expiration of this Agreement. The prior sentence notwithstanding, applications for tuition reimbursement or professional development activities that are submitted and approved within the final six (6) months of this Agreement may

be paid, with any remaining available funds, up to three (3) months after expiration of this Agreement.

(c) The Union President shall be provided with a report of all professional development expenditures and remaining funds on a quarterly basis.

Section Two

An employee shall be eligible for the following maximum amounts of reimbursement per contract year from the Tuition Reimbursement & Professional Development Fund, provided funds are available: \$1,000 per contract year.

~~\$750 for 2006-2007~~

~~\$800 for 2007-2008~~

~~\$850 for 2008-2009~~

~~\$850 for 2009-2010~~

Approved requests for reimbursement shall be paid, if funds are available, based upon the date the employee's application was received.

Section Three - Tuition Reimbursement

Requests for tuition reimbursement shall be submitted in accordance with the "Procedure for Requesting Tuition Reimbursement" as stated in the ~~Board~~ COSC guidelines and procedures. Reimbursement for courses at accredited institutions of higher education shall be limited to a maximum of ~~\$115.00 per credit for~~ \$125.00 per credit for undergraduate courses and \$145.00 \$155.00 per credit for graduate courses. ~~Effective July 1, 2007, the maximum reimbursements per credit shall increase to \$125.00 and \$155.00, respectively.~~

Section Four - Professional Development Activities

Requests for reimbursement of professional development activities under the contract fund shall be submitted in advance according to procedures established by ~~the Board~~ COSC and shall be submitted for review by the employee's management level supervisor and approval by the ~~Executive Director~~ President.

Section Five - Other Professional Development Activities

(a) Participation, with prior approval, in job-related professional development activities such as conferences or seminars is encouraged, consistent with ~~Board~~ COSC obligations and financial limitations. For such approved attendance at conferences, employees shall be reimbursed for mileage, meals, and lodging expenses in accordance with the Standard State Travel Regulations and agency policy, unless partial funding is agreed upon between the staff member and the ~~Executive Director~~ President.

(b) Employees may request and, if granted, may attend conferences, seminars and other professional development activities beyond those funded by the employer. For such approved attendance, employees shall be granted release time with pay but shall assume any costs or expenses related to the activities.

(c) Requests under this section shall be submitted in advance according to guidelines and procedures established by ~~the Board~~ COSC and shall be submitted for review by the employee's management level supervisor and approval by the ~~Executive Director~~ President.

Section Six – Tuition and Fee Waiver (new)

Tuition and fee waivers will be in accordance with existing guidelines and policies attached hereto.

Article 16 – Holidays

Section One.

[NEW] (c) Paid time off for a holiday is capped at eight (8) hours for employees with scheduled work time of 40 hours per week. Employees with scheduled time less than 40 hours per week will receive pro-rated holiday time (e.g., four (4) hours of holiday pay for those with a 20-hour schedule or six (6) hours for those with a 30-hour schedule).

[NEW] (d) Full-time and part-time employees who work off the standard work schedule must adjust their schedule during the pay period in which a holiday falls so the hours granted in (c) get used properly. If a holiday falls on a work day that is normally scheduled shorter than the hours granted in (c), then employees will receive holiday time on a different day during the pay period to fill the time granted. If a holiday falls on a work day that is normally scheduled longer than the hours granted in (c), then employees must work the time over and above the time granted on a different work day during the pay period or take accrued time to make up the difference.

Section Two. (a) If the agency designates a holiday as a regularly scheduled work day, employees would be required to work on said day for their regularly scheduled hours and would receive a ~~compensatory day (eight hours) off~~ holiday time off as described in Section 1(c) and 1(d) in lieu thereof. The employer may designate another work day as the ~~compensatory day~~ holiday off provided that the day is common for all bargaining unit employees and that the Union and the State agree on the common date.

(b) If an employee is required to work his/her regular schedule or is called in on a holiday other than as provided in (a), or if a holiday falls on a day on which an employee is not regularly scheduled to work, the employee ~~shall be granted a compensatory day (eight hours) off~~ will receive holiday time as described in Section 1(c) and 1(d). Any such ~~compensatory day~~ holiday time must be utilized within ninety (90) days of the holiday. If an employee is pre-scheduled to work a portion of his/her regular schedule on a holiday, the employee shall receive ~~the day of holiday pay and compensatory~~

~~time for the hours worked~~ holiday time as described in Section 1(c) and 1(d), which will be used within ninety (90) days of the holiday.

~~Section Three. A part-time employee shall receive holiday pay only when a holiday falls on his/her regular workday and shall be paid for the hours normally scheduled on that day, up to a maximum of eight (8) hours. A part-time employee required to work on a holiday shall receive compensatory time for the hours worked on the holiday, in addition to any holiday pay to which he/she may be entitled.~~

Article 17 – Vacation and Personal Leave

Section One

Full-time permanent employees shall accrue vacation leave at the rate of one and five-sixths (1-5/6) days (or 14.667 hours) for each completed calendar month of full-time service for a total not to exceed 22 days in any twelve month period. Such leave shall start to accrue on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month. No such leave shall accrue for any calendar month in which an employee is on leave of absence without pay for more than ~~three (3)~~ five (5) working days. Part-time employees shall accrue vacation leave on a pro-rata basis, calculated based upon the ~~hours worked~~-scheduled hours-in the prior month.

Section Two

An employee shall be eligible to use accrued vacation leave upon completion of six (6) months of continuous actual service, subject to the approval of the ~~Executive Director~~ College President. ~~An employee who has completed six (6) months of continuous actual service and who leaves State service shall receive a lump sum payment for accrued vacation.~~

Section Three

~~(a) Unused vacation days as of July 1 that were earned within the prior fiscal year may be carried over to the following fiscal year, provided that the employee's total vacation accrual does not exceed the maximum accrual amounts specified in (b).~~

~~(b) An employee may accrue vacation leave to a maximum accrual amount of twenty-two (22) days plus seven (7) days for each completed year of State service for which vacation leave could be earned. Notwithstanding the prior sentence, the maximum vacation accrual that may be carried over on July 1 of each year or that may be paid upon separation during the year shall be:~~

- ~~(1) Ninety (90) days of vacation leave for employees with ten years or more of seniority with the Board as of July 1, 1995;~~
- ~~(2) Seventy-five (75) days of vacation leave for employees with five or more but less than ten years of seniority with the Board as of July 1, 1995; or~~

~~(3) Sixty (60) days of vacation leave for employees with less than five years of seniority with the Board as of July 1, 1995 and for those employees hired by the Board after July 1, 1995.~~

Members may accumulate vacation days with pay from year to year up to a maximum of 120 days (960 hours).

Section Five (new)

Members who leave the College shall receive a lump-sum payment for unused vacation time not to exceed 120 days (960 hours). 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/her beneficiary as stated on their Retirement Enrollment form, if no beneficiary is stated then to the member's estate, upon the establishment of valid claims therefore.

Section Five Six - Personal Leave

In addition to annual vacation, each full-time permanent employee ~~who has completed the initial probationary period and six (6) months of continuous service~~ shall have three (3) days personal leave of absence with pay in each calendar year. Such leave shall be for the purpose of carrying out important personal matters, including observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Personal leave days not taken in a calendar year shall not be accumulated. Except in an emergency situation, employees shall request personal leave days with at least two working days' advance notice. A part-time employee ~~who has completed the initial probationary period and six (6) months of continuous service~~ shall earn pro-rated personal leave based upon the ratio of the employee's regular part-time schedule to the full-time schedule as of the date of crediting. Any individual commencing employment in the first four (4) months of the calendar year is eligible to receive the full three (3) days of personal leave; in the second four months, two (2) days; and in the last four months, no days. Except in emergency situations, members who desire such leave are expected to notify their immediate supervisors in advance.

Article 18 – Sick Leave

Section Two

Sick leave is granted to employees for the following reasons:

- (a)) incapacitation for duty;
- (b) medical or dental examinations or treatment for which arrangements cannot be made outside of working hours;
- (c) when presence at work will expose others to contagious disease;
- (d) 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 domestic partner and any other relative who is domiciled in the employee's

household. For purposes of this section, domestic partner is a person who has qualified for domestic partnership benefits under the parties' pension and health care agreement.

(e) in the event of ~~critical illness or severe~~ injury to a member of the immediate family creating an emergency, provided that not more than five (5) days of sick leave per calendar year shall be granted therefor;

(f) for going to, attending, and returning from funerals of persons other than members of the immediate family, if permission is granted by the employer and provided that not more than three (3) days of sick leave per calendar shall be granted therefor.

(g) Part-time employees shall be granted sick leave for the above purposes, with pro-rated maximum amounts for the specified reasons.

Section Five – Donation of Vacation, Personal and Sick Leave

This is to confirm the parties' understanding reached in negotiations that from time-to-time, on an as needed basis, bargaining unit members may donate their accrued vacation and/or sick leave and/or personal leave to a fellow bargaining unit member who is suffering from a long term or terminal illness or disability and who has at least six (6) months of seniority and has completed the initial probationary period and has exhausted his/her own accrued paid time off.

Said benefit shall be subject to review and approval by the ~~Executive Director~~ President and shall be applied in accordance with uniform guidelines as may be developed by such Director. As provided in those guidelines, the donation shall be made only in minimum units of one day (or the equivalent hours), which shall be the length of the standard work day (e.g. 8 hours).

Article 23 – Entire 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. This provision shall not prohibit the parties from executing any memoranda of understanding consistent with the provisions of the Collective Bargaining Agreement.

Provisions consistent with the SEBAC Framework (economic) with five (5) years duration:

1. Wage Package for five (5) years FY 17 through FY 21 (July 1, 2016 through June 30, 2021)
 - a. Years 1 and 2: Hard Freeze
 - b. Year 3: \$2,000 one-time payment, or top step lump sum (to those already eligible) plus \$1,000 if greater. All pensionable. One-time payments paid in July of 2018. Top step lump paid on normal increment date. (One-time payment amount pro-rated for part-time unit employees).
 - c. Years 4 and 5:
 - d. Years 4 and 5:
 - i. Effective with the pay period that includes July 1, 2019 and July 1, 2020, the maxima for the pay ranges shall be increased by 3.5%; the minima shall be increased by 3.5%; and each eligible bargaining unit member shall receive an increase in salary equal to 3.5% GWI (payable in July). For members who

reach the maximum salary for their range prior to receiving a 3.5% increase, the difference will be paid to the member in a single lump sum. The lump sum payment will not be added to the member's base salary. Local parties not prevented from using part of GWI for restructuring.

- ii. Effective with the pay period that includes January 1, 2020 and January 1, 2021, eligible members shall receive a 2.65% annual increment (payable in January), not to exceed the maximum for their job title. For members who reach the maximum salary for their range prior to receiving a 2.65% annual increase, the difference will be paid to the member in a single lump sum. The lump sum payment will not be added to the member's base salary.

2. Three (3) furlough days, year 2 of CBA (7/1/17-6/30/18) – the amount of compensation equivalent to the three (3) days shall be spread over the period of time remaining after the ratification of the Agreement and 6/30/18. Furlough days shall be prorated for part-time employees. The manner of taking days shall be decided locally between the President and the Local 1214 President.
3. Four (4) years job security subject to the procedures used in 2011 (Parties may discuss voluntary alternatives if reorganization). Effective July 1, 2017, layoffs covered by current notices will not be implemented.
4. April 2018 longevity payments will be made in July 2018.
5. Continuation of language to prevent privatization leading to layoffs.
6. Allow use of sick time to pay for family FMLA, and allow more intermittent leave, provided change is made so that additional unpaid leave is not tacked on end of FMLA leave.

This Agreement is subject to approval of the Board of Regents, membership ratification, and approval of the legislature pursuant to Connecticut General Statutes Section 5-278 and to the membership and legislative approval of SEBAC 2017.

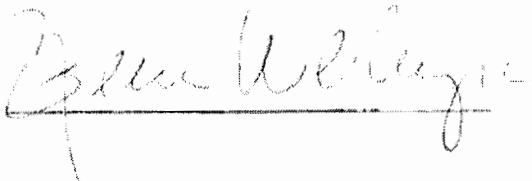
In witness whereof, the parties have affixed their signatures as duly authorized collective bargaining agents.



For COSC-BOR

6/15/17

Date



6/15/17

Michael J. Prochnick

For COSC – AFSCME, Local 1214
Connecticut Council 4

6/16/17

Date

Kelly A. Arnold

For COSC – AFSCME, Local 1214
Connecticut Council 4

6/16/17

Date

Charter Oak State College & CT Distance Learning Consortium
Professional Union Pay Ranges, FY17 - FY21

Title	FY17 July 1, 2016		FY18 July 1, 2017		FY19 July 1, 2018		FY20 July 1, 2019		FY21 July 1, 2020	
	GWI 0%		GWI 0%		GWI 0%		GWI 3.5%		GWI 3.5%	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Director 2	\$92,223 \$3,533.45 \$44.17	\$123,004 \$4,712.80 \$58.91	\$92,223 \$3,533.45 \$44.17	\$123,004 \$4,712.80 \$58.91	\$92,223 \$3,533.45 \$44.17	\$123,004 \$4,712.80 \$58.91	\$95,451 \$3,657.12 \$45.71	\$127,309 \$4,877.74 \$60.97	\$98,792 \$3,785.12 \$47.31	\$131,765 \$5,048.47 \$63.11
Director 1	\$80,233 \$3,074.06 \$38.43	\$108,888 \$4,171.95 \$52.15	\$80,233 \$3,074.06 \$38.43	\$108,888 \$4,171.95 \$52.15	\$80,233 \$3,074.06 \$38.43	\$108,888 \$4,171.95 \$52.15	\$83,041 \$3,181.65 \$39.77	\$112,699 \$4,317.97 \$53.97	\$85,948 \$3,293.01 \$41.16	\$116,644 \$4,469.10 \$55.86
Associate Director	\$68,775 \$2,635.06 \$32.94	\$91,696 \$3,513.26 \$43.92	\$68,775 \$2,635.06 \$32.94	\$91,696 \$3,513.26 \$43.92	\$68,775 \$2,635.06 \$32.94	\$91,696 \$3,513.26 \$43.92	\$71,182 \$2,727.28 \$34.09	\$94,905 \$3,636.22 \$45.45	\$73,673 \$2,822.74 \$35.28	\$98,227 \$3,763.49 \$47.04
Assistant Director	\$63,043 \$2,415.44 \$30.19	\$85,964 \$3,293.64 \$41.17	\$63,043 \$2,415.44 \$30.19	\$85,964 \$3,293.64 \$41.17	\$63,043 \$2,415.44 \$30.19	\$85,964 \$3,293.64 \$41.17	\$65,250 \$2,499.98 \$31.25	\$88,973 \$3,408.92 \$42.61	\$67,533 \$2,587.48 \$32.34	\$92,087 \$3,528.23 \$44.10
Senior Associate	\$60,178 \$2,305.67 \$28.82	\$81,666 \$3,128.97 \$39.11	\$60,178 \$2,305.67 \$28.82	\$81,666 \$3,128.97 \$39.11	\$60,178 \$2,305.67 \$28.82	\$81,666 \$3,128.97 \$39.11	\$62,284 \$2,386.37 \$29.83	\$84,524 \$3,238.48 \$40.48	\$64,464 \$2,469.89 \$30.87	\$87,483 \$3,351.83 \$41.90
Associate 2	\$53,014 \$2,031.19 \$25.39	\$73,072 \$2,799.69 \$35.00	\$53,014 \$2,031.19 \$25.39	\$73,072 \$2,799.69 \$35.00	\$53,014 \$2,031.19 \$25.39	\$73,072 \$2,799.69 \$35.00	\$54,869 \$2,102.28 \$26.28	\$75,630 \$2,897.68 \$36.22	\$56,790 \$2,175.86 \$27.20	\$78,277 \$2,999.10 \$37.49
Associate 1	\$46,492 \$1,781.30 \$22.27	\$63,719 \$2,441.34 \$30.52	\$46,492 \$1,781.30 \$22.27	\$63,719 \$2,441.34 \$30.52	\$46,492 \$1,781.30 \$22.27	\$63,719 \$2,441.34 \$30.52	\$48,119 \$1,843.65 \$23.05	\$65,949 \$2,526.79 \$31.58	\$49,803 \$1,908.18 \$23.85	\$68,257 \$2,615.23 \$32.69
Assistant 2	\$40,121 \$1,537.20 \$19.22	\$54,445 \$2,086.02 \$26.08	\$40,121 \$1,537.20 \$19.22	\$54,445 \$2,086.02 \$26.08	\$40,121 \$1,537.20 \$19.22	\$54,445 \$2,086.02 \$26.08	\$41,525 \$1,591.01 \$19.89	\$56,351 \$2,159.03 \$26.99	\$42,979 \$1,646.69 \$20.58	\$58,323 \$2,234.59 \$27.93

Charter Oak State College

Master's Degree Employee Benefit Program for Full Time Staff or Part Time Staff (20 hours or more per week)

- Apply to the College. You are responsible for the application fee and all transcripts.
- Admissions will review your file and notify you of any missing documents. The Director of the Graduate program will determine acceptance and notify you of your acceptance.
- Employees must meet the same admissions requirements as other applicants, including supervisory work experience.
- In fall 2016, two employees will be accepted for term 1. After the fall 2016 semester, **two** employee per semester (fall, spring, and summer, for a total of **6** per year) will be accepted into the Employee Benefit program by lottery. (Employees may apply and pay their own tuition and fees.)
 - If you are notified that you are accepted into the program but decide to defer, you may reapply later. However, a slot will not be held for you. You will need to reapply and your name will be placed back in the lottery.
 - If there is more than one qualified applicant for a semester, a lottery system will be used to determine who receives the employee benefit. All other applicants will be placed back in the lottery pool, at their request, for the next semester. With the employee's permission, the College will announce the names of the employees who are in the lottery pool and whose name was drawn from lottery pool to all of those in the pool. The drawing will take place at the beginning of term 2 in the semester before the next semester begins. Human Resources will be notified of the recipient. You will need to accept the benefit.
- Once you are accepted into the program, Admissions will give you a waiver code for the deposit fee.
- After the deposit is received, in the form of an employee waiver fee placed on your account, you will work with the Director of the Graduate program to register for your initial course. The benefit only covers one course per term (two per semester). If you take more than one course a term, you are responsible for any additional courses.
- You are responsible for the costs of books and any other course related expenses.
- Going forward, contact the Business Office when you have registered for your course(s). This will trigger a process to put an employee fee waiver on your account. This will also prevent you from receiving payment due emails. If for any reason, you do not meet the requirements to continue in the program, the Director of the Graduate Program will notify you and the Business Office, and you will no longer receive the benefit.
- Your credit load should be determined in concert with the Director of the Graduate program. You must meet the academic degree requirements established by the College including satisfactory academic progress and continuous enrollment. You must be enrolled in consecutive semesters (summer excluded). If you sit out a Fall or a Spring semester you will be no longer be eligible for the Employee Benefit. You will need to reapply for the Employee Benefit and your name will go back into the lottery.
- Your degree must be completed within 5 years.
- Reminder—course work cannot be done during work hours or using college equipment. This is a violation of the computer usage policy.
- Staff can receive this benefit only once. If the college offers additional master's degrees, you would not be eligible for the benefit.

Guidelines for COSC Employees

Charter Oak Online Courses

(effective January 12, 2010; revised June 9, 2017)

- Charter Oak State College (COSC) staff that works 20 or more hours per week are eligible to take one online undergraduate course per year tuition free as a non-matriculated student.
- This benefit will be effective with the spring 2010 semester.
- This benefit is available on a space available basis to be determined by the Undergraduate Administrator.
- No more than two COSC staff members can be enrolled in the same course section at the same time.
- The staff person is responsible for the purchase of all related course materials, including but not limited to, textbooks, multimedia, lab supplies, site access keys, etc.
- The staff person must take the course for credit (i.e., auditing the course is not permitted).
- The staff person is required to participate in the course like any other COSC student and must complete all required course activities and assessments.
- The staff person is not allowed to work on the course during their assigned work hours.
- If the staff person does not complete the course, he/she is responsible for reimbursing COSC for the cost of the course per refund schedule. COSC will not, under any circumstances, reimburse the staff person for any course related materials.
- The course must be approved by the staff person's immediate supervisor and by the Undergraduate Administrator.

Name: _____ ID #: _____
(Last) (First) (MI)

 (City or Town) (Zip Code)

Start: _____ (Month, Day, and Year) Finish: _____ (Month, Day, and Year)

Objective in taking this course(s) or curriculum: _____

Employee's signature _____ Date _____

I _____ do _____ do not recommend this person's participation.

Supervisor's signature _____ Date _____

_____ Approved _____ Not Approved

Undergraduate Administrator Signature _____ Date _____

Once approved, please submit this form to the Business Office Accounts Receivable Department.

Fee Waiver Policy for Employees of Charter Oak State College
Effective July 1, 1998 (revised 6/12/17)

Any Charter Oak State College full-or part-time (20 or more hours per week) employee who has successfully completed six (6) months of service and meets admission requirements, may enroll as an undergraduate in Charter Oak State College without payment of fees and/or tuition due to the College. Fees made payable directly to the supplier (e.g., DANTES, CLEP, etc.) including the costs of books and any other related expenses must be paid by the employee.

CHARTER OAK STATE COLLEGE
CONNECTICUT DISTANCE LEARNING CONSORTIUM

Guidelines and Procedures for the Disbursement of
Union Professional Development Funds
July 1, 2017 – June 30, 2021

Guidelines for the Disbursement of Professional Development Funds

1. Purpose: To provide opportunities for staff to participate in courses, conferences, seminars, etc. which are job-related or provide opportunities for professional advancement and are related to the mission and goals of the College.
2. The employee completes the Application Professional Development Funds (attached). For approved attendance at conferences, seminars, etc., employees shall be reimbursed for mileage, meals, and lodging expenses in accordance with Standard State Travel Regulations and agency policy, unless partial funding is agreed upon between the employee and the President.
3. See below for Procedure for Requesting Travel Authorization for Professional Development.

Guidelines for Requesting Tuition Reimbursement – College Courses

1. Purpose: To provide an opportunity for employees to complete college course work in a job-related field.
2. Reimbursement for courses at accredited institutions of higher education shall be limited to a maximum of \$125 per credit for undergraduate courses and \$155 per credit for graduate courses. Travel and books are not reimbursable.
3. After registering for a course(s), the employee completes the Application for Tuition Reimbursement form (attached). Date application due: September 1 for Fall Semester; January 1 for Spring Semester; and July 1 for Summer Session.
4. The application must be approved by the employee's immediate supervisor, who will then forward it to the Associate Manager, Personnel & Business Services to ensure funds are available. The Associate Manager will then send it to the President for approval. The Associate Manager will notify staff members in writing of the decision.
5. Upon completion of the course(s), but no later than February 1 for courses taken the previous summer or fall and May 30 for courses taken the previous spring, receipts and evidence of having successfully completed the course(s) must be received in the office of the Associate Manager for Personnel and Business Services. (Successful completion is a grade of "B" or better.)

6. Staff is requested to notify the Associate Manager for Personnel and Business Services immediately if for any reason they will not complete a course(s) for which they requested reimbursement. This will permit a redistribution of funds.

Reimbursement Maximums

If funding allows, a maximum amount of \$1,000 per employee per year for the duration of the contract. Approved requests for reimbursement shall be paid, if funds are available, based upon the date the employee's application was received. If requests exceed available funds, consideration will be given to those who have not been funded in the past and the reason for the activity. The President may approve exceptions.

Procedures for Requesting Travel Authorization for Professional Development

1. In-state travel (if cost is greater than \$25) and all out-of-state travel to conferences, seminars, etc. require submission of the Request for Travel Authorization (State Form No. CO-112). (Employee prepares a Travel Worksheet and Travel Authorization – contact Director of Finance and Administration for TA number.)
2. The completed travel request and appropriate back-up material should be forwarded (at least three weeks prior to the first day of the event) for the approval of the employee's immediate supervisor who will then submit it to the President or his designee.
3. Approved travel authorization will be returned to the employee. The approved CO-112 should be received before travel can occur.
4. Requests for Reimbursement (Form No. CO-17XP) must be submitted with receipts to the Business Office no later than seven calendar days upon return. A copy of the worksheet and TA should be included as backup for the reimbursement.

Established September 1997
(Revised 7/1/99; 2/18/03; 5/25/06; 6/9/17)

Charter Oak State College/Connecticut Distance Learning Consortium
Application for Tuition Reimbursement under
Union Professional Development Funds
(revised 6/9/2017)

Name: _____ ID #: _____
(Last) (First) (MI)

Home Mailing Address: _____
(No. and Street)

(City or Town) (Zip Code)

Title: _____

Educational Institution: _____

Start: _____ (Month, Day, and Year) Finish: _____ (Month, Day, and Year)

Title and Number of Course(s)	Number of Credits
1. _____	_____
2. _____	_____

Objective in taking this course(s) or curriculum: _____

Charge per credit \$ _____ x No. of credits _____ =	Total credit cost \$ _____
Subtotal	\$ _____
Less aid received from other sources	\$ _____
NET COST	\$ _____

Associate Manager for Personnel & Business Services approval of funds availability (prior to President signoff) _____

[illegible]

I certify that I am familiar with the regulations for tuition reimbursement and will comply with them. I will notify the Associate Manager for Personnel and Business Services if a course is failed or dropped.

Employee's signature _____ Date _____

I have reviewed the tuition guidelines and this application.

I _____ do _____ do not recommend this person's participation.

Management Level Supervisor's signature _____ Date _____

_____ Approved _____ Not Approved

President's Signature _____ Date _____

TENTATIVE AGREEMENTS
As of June 7, 2017

BOARD OF REGENTS FOR HIGHER EDUCATION
And
CONGRESS OF CONNECTICUT COMMUNITY COLLEGES
And
FEDERATION OF TECHNICAL COLLEGE TEACHERS
And
AFSCME, Council 4, Local 2480

The Board of Regents (BOR) and the Congress of Connecticut Community Colleges, Federation of Technical College Teachers and AFSCME, Council 4, Local 2480 (Coalition) hereby agree to this Tentative Agreement in settlement of a number of outstanding issues toward reaching a successor collective bargaining agreement. This Tentative Agreement is in addition to the Tentative Agreement dated May 4th, 2016 and December 6, 2016. Taken together, these three documents constitute the parties' Tentative Agreement for a successor agreement subject to ratification and the drafting of mutually acceptable contract language.

Part Time Employees

1. If a class scheduled to be taught by a part-time member is cancelled and assigned to a full-time faculty member within seven (7) days prior to the beginning of the first day of classes, the part-time member shall be paid the sum of \$300.
2. In addition to the waiver of tuition and fees permitted under Chapter 185b-77 of the Connecticut General Statutes, the Board shall waive tuition and fees for bargaining unit members and their spouses and dependent children. Part time employees shall receive the same benefit as principal bargaining unit members on a prorated basis. (one course per semester taught)
3. Part time employees (Part time Lecturers, Noncredit Lecturers, Educational Assistants) shall receive the following wage increases:
 - a. 7-1-16: 0%
 - b. 7-1-17: 0%
 - c. 7-1-18: one-time payment of prorated \$2,000.00 that is paid to full time employees made during the month of July, 2018.
 - d. 7-1-19: 5.5% GWI
 - e. 7-1-20: 5.5% GWI
 - f. Longevity rates increase commensurate with wages increases of SEBAC 2017.
4. The BOR and AFT agree to reopen negotiations to discuss salary schedule of Noncredit Lecturers. (AFT only)

5. Part-time unit members who teach ~~7.5~~ 8 contact/credit hours or more but less than 12 contact/credit hours in a semester shall be paid on a pro-rated basis at the full-time rate of pay. (AFT only)

Principal Bargaining Unit

6. July 1, 2017, Nursing and Allied Health Clinical Faculty shall have their compensation adjusted to reflect a sixty (60) minute contract/credit hour.
7. Employees shall be able to apply the value of the existing tuition waiver to universities throughout the CSCU system with the exception of Charter Oak State College.
8. The parties agree to the following changes regarding workload for teaching faculty:
 - a. Newly hired full time faculty shall be required to teach a course¹ in lieu of Additional Responsibilities (AR).
 - b. Teaching faculty hired on or after July 1, 2017 shall be hired at step 3 of their respective rank on the salary schedule. Step movement shall mirror the 2017 SEBAC Agreement which is referenced below.
 - c. Faculty hired on or after July 1, 2017 shall be released as appropriate with approval from the college so that they may work on professional obligations toward the goals of attaining tenure and/or promotion.
 - d. All faculty employed on or before June 30, 2017 shall elect to either complete AR or teach a course for \$2500 compensation. Said election shall be made by the faculty member no later than May 15 of the preceding academic year. AR approval decisions shall be made no later than June 1 of the preceding academic year. The existing practices and rules regarding AR proposals/approvals shall remain in place.
 - e. If a faculty member elects to perform AR and such election and proposal is approved by the Dean or Administration, any additional course(s) taught by such faculty member shall be paid at the prevailing PTL rate.
 - f. The parties agree to continue discussions regarding limitations (policy and/or contractual) on teaching assignments.
9. Reimbursement for meal expenses while bargaining unit members are traveling on business of the college/ system shall be the actual amount spent on meals, but not to exceed \$100.00 a day. Fifty percent of the total first year cost of this benefit (up to \$69,795) shall be charged to the parties' grievance/equity accounts.
10. When it is necessary for a department chair or other teaching faculty member with administrative responsibility to devote considerable time to department business during the summer, and a mutually agreed-upon schedule is worked out, the appropriate dean, with the approval of the President, may authorize additional days of compensation at \$202 per day, not to exceed 20 25 days. Fifty percent of the total first year cost of this benefit (up to \$81,812) shall be charged to the parties' grievance/equity accounts.

¹ Not all courses are 3 credits. The \$2500 payment is for a 3-credit course. The parties understand that adjustments may be dictated by the number of credits taught, not necessarily the number of courses.

11. The payments for in lieu of longevity shall cease and said amount of payments shall be added to the longevity base amounts and paid accordingly. This shall not result in an increase to the employer's existing financial obligation (AFT only)
12. Existing Merit Awards and Educational Excellence Awards shall be incorporated into the parties' collective bargaining agreements.
13. There shall be a top step added in each year of the CBA to each of the ranks for both faculty and nonfaculty bargaining unit members effective July 1, 2016. The value of the top step shall be equal to the value of the current increment for step movement. No step movement shall occur until 7-1-2018.
14. Top step bonuses shall be paid to those members at the top step effective July 1, 2016 and charged (66%) to the respective bargaining units' grievance/equity accounts. Top step bonuses shall be paid to those members at the top step effective July 1, 2017 and charged (66%) to the respective bargaining units' grievance/equity accounts. Top step bonuses will then be paid in accordance with SEBAC 2017.
15. Congress and AFSCME Bargaining unit members who work at more than one college or at a location more than ten (10) miles from the home campus shall receive a five hundred-dollar (\$500.00) stipend per semester. Fifty percent of the total first year cost of this benefit (up to \$45,500) shall be charged to the parties' grievance/equity accounts. No change AFT CBA.
16. The parties agree to reopen negotiations regarding cooperative teaching assignments, internships, independent study and advisory work.
17. The parties agree to reopen negotiations on the issue of addressing equity in wages throughout the Connecticut State University and Colleges. Said reopener shall not occur prior to July 1, 2018.
18. The parties agree to jointly seek a RFP for GAP/ disability insurance and negotiate regarding its cost.
19. The Congress shall be afforded 60% release time for its President or his/her designee to conduct business of the Union, effective July 1, 2017.
20. AFSCME shall be afforded 20% release time for its President or his/her designee to conduct business of the Union, effective July 1, 2017.

Wages

- 7-1-2016: 0%

- a. Bargaining unit members shall receive a one-time professional development grant payment from respective bargaining unit grievance/ equity accounts. Said amounts shall be determined by the respective bargaining units and subject to management approval which shall not be unreasonably withheld. Said grant payments shall be paid no later than September 1, 2017.
- 7-1-2017: 0%
 - a. 3 furlough days to be scheduled by mutual agreement with no harm to seniority or accruals. The cost of the 3 furlough days shall be charged to the corresponding bargaining units' grievance/ equity accounts. The specific amounts shall be subject to mutual agreement, but in no event, shall it be unreasonably withheld.
- 7-1-2018: lump sum payments consistent with 2017 SEBAC Agreement.
- 7-1-2019: 3.5% GWI + step
- 7-1-2020: 3.5% GWI + step
- All wage/ non-wage and miscellaneous rates of pay including longevity shall be increased consistent with the wage schedule above. (Longevity, coaches, part time lecturer, part time EA, part time nursing, nursing/dental course leader, program coordinators (cash), department chairs (cash), PC/DC call in rates, payments in lieu of additional teaching)

Job security consistent with 2017 and 2011 SEBAC Agreements.

Between the date of this Agreement and June 30, 2021, there shall be no loss of employment for permanent employees, subject to the following conditions:

Applicable only to those hired prior to July 1, 2017

Protection from job loss does not apply to:

- Expiration of a temporary or special appointment
- Nonrenewal of a nontenured employee for performance related reasons
- Termination of grant or other outside funding specified for a particular position; and,
- Less than 20-hour per week part-time employees.

Notwithstanding the above, employees in the principal bargaining unit in their second or subsequent special appointment year on the effective date of this Agreement shall be covered by this job security provision.

The foregoing does not prevent the BOR from restructuring and eliminating positions of permanent employees provided that affected employees shall be reassigned or transferred to an existing comparable job in the system for which the employee possesses the requisite qualifications and experience. In any case, salary and tenure status shall be preserved. An employee who refuses an offered position will not be considered a layoff for purposes of this Agreement.

21. This June 7, 2017 Tentative Agreement as well as the December 6, 2016 Tentative Agreement and the May 4, 2016 Tentative Agreement shall be incorporated into a successor Tentative Agreement and would then be subject to ratification by both parties and the drafting of contract language.

Dated at Rocky Hill, Connecticut this 7th day of June, 2017

BOARD OF REGENTS FOR
HIGHER EDUCATION

G. Lee Wilkins 6/16/17
By

CONGRESS OF CONNECTICUT
COMMUNITY COLLEGES

Bryan R. Bonina 6/22/17
By

FEDERATION OF TECHNICAL
COLLEGE TEACHERS

[Signature] 6/22/17
By

AFSCME, COUNCIL 4, LOCAL 2480

[Signature] 6/22/17
By

~~DRAFT~~

TENTATIVE AGREEMENTS

As of ~~April 6, 2016~~

May 4, 2016 EC GW

BOARD OF REGENTS FOR HIGHER EDUCATION
And
CONGRESS OF CONNECTICUT COMMUNITY COLLEGES
And
FEDERATION OF TECHNICAL COLLEGE TEACHERS
And
AFSCME, Council 4, Local 2480

The Board of Regents and the Coalition of Unions hereby agree to this Tentative Agreement in settlement of a number of outstanding issues toward reaching a successor collective bargaining agreement. The parties are still engaged in collective bargaining toward a successor agreement, however have agreed to the following revisions of their respective CBAs as follows:

1. All references to Board of Trustees shall be changed to Board of Regents for Higher Education.
2. SWRXI12 or its successor shall be provided to bargaining units as reasonably available.
3. Names and addresses of members shall be provided to respective bargaining units on a quarterly basis.
4. Completed service while on Special Appointment may count toward tenure and/or promotion.
5. Snow days: when classes are canceled or a college is closed due to weather or other circumstances, all employees need not report to work and shall suffer no loss of pay or charge to accrued time. (Existing FTCT language)
6. Interim pay: employee acting up or acting in an interim capacity in a higher position shall be compensated for the higher grade effective with the commencement of the work in the higher position.
7. Promotional process: notice of intent to apply for promotion last day of fall semester. Deadline for promotion, tenure and sabbatical leave all moved to 1st day of spring semester. President can approve extensions.
8. Sabbatical leave extension: deadline for proposals may be granted by the President.

9. Examples of appropriate use of Professional Development:

- a. Tuition and fees for course work
 - b. conferences, seminars, workshops
 - c. travel related to the above
 - d. Professional memberships relevant to the member's employment
- (Existing FTCT language)

SW
EC

10. Sick Leave Bank: Change dates from December to March. All members are in the sick bank and contribute 3 days to the bank. Mandatory contributions for ~~retirees~~ with over 240 days.

employees who retire

11. Health and Safety Committee becomes active.

12. Agree to discuss and formulate job descriptions for Department Chairs and Program Coordinators.

13. Cease production of promotion lists

14. Parties agree to review Side Letters to see which can be removed from CBA and which stay. Each Union will provide a list of practices and Memorandum of Agreements on or before December 1, 2016.

SW
EC

~~15. Appendix H in the FTCT CBA: change "credit" to "contact hour." PCs and DCs who are required to be at more than one work site shall be paid mileage and receive a \$500 stipend per semester.~~

16. Calculations for promotions will be done consistent with the SPP Stipulated Agreement regarding *Faculty Promotion Calculations and Miscellaneous Rates of Pay*.

17. Tenure is portable for involuntary transfers. If transfer is voluntary, tenure shall be included in the decision to hire within a similar position.

18. AFT Clinical Nursing Faculty shall be governed by the AFT CBA.

19. Appendix H in AFT CBA. "credit hour" is deleted and replaced with "Contact hour."

20. BOR shall continue with the existing mechanisms for union dues collection beyond expiration of the instant CBA (6-30-16)

21. Any language not addressed by this Tentative Agreement shall remain consistent with the respective 2007-2010 CBAs for each Union or until the parties agree to revise language during the course of their concurrent bargaining.

22. This April 6, 2016 Tentative Agreement shall be incorporated into a successor Tentative Agreement in the event the parties reach one and would then be subject to ratification by both parties and the drafting of contract language.

Dated at Rocky Hill, Connecticut this 4th day of May, 2016 *SW EC*

BOARD OF REGENTS FOR
HIGHER EDUCATION

[Signature]
By

CONGRESS OF CONNECTICUT
COMMUNITY COLLEGES

[Signature]
By

FEDERATION OF TECHNICAL
COLLEGE TEACHERS

[Signature]
By

AFSCME, COUNCIL 4, LOCAL
2480

[Signature]
By

DRAFT
TENTATIVE AGREEMENTS
As of December 15, 2016

BOARD OF REGENTS FOR HIGHER EDUCATION
And
CONGRESS OF CONNECTICUT COMMUNITY COLLEGES
And
FEDERATION OF TECHNICAL COLLEGE TEACHERS
And
AFSCME, Council 4, Local 2480

The Board of Regents and the Coalition of Unions hereby agree to this Tentative Agreement in settlement of a number of outstanding issues toward reaching a successor collective bargaining agreement. This Tentative Agreement is in addition to the Tentative Agreement dated May 4th, 2016. The parties are still engaged in collective bargaining toward a successor agreement, however have agreed to the following revisions of their respective CBAs as follows:

1. Where a course includes a laboratory component, the parties agree that the laboratory component shall count as an additional preparation.
2. Parties agree to establish a working committee to review and establish best practices to promote a productive working environment for employees who are having or raising children.
3. Emeritus Status: the parties agree to incorporate the present BOR policy as it pertains to the CSU universities within the Connecticut State University system into the parties' respective CBAs. Parties further agree that access to college email and course privileges for Emeritus members and their dependants shall be included.
4. Parties agree to table their discussion regarding Distance Learning and not to include Distance Learning in future proposals or otherwise pursue the matter in the instant negotiations. Parties further agree to reopen their respective CBAs on the sole issue of Distance Learning and commence those negotiations by December 1, 2017.
5. Part Time Lecturer Seniority Pool: PTL shall be placed in a seniority pool upon completion of teaching eighteen credits and receiving one satisfactory evaluation during the time she/he taught eighteen credits. PTLs shall remain in the pool unless they have refused, declined or otherwise not responded to requests to teach for three consecutive

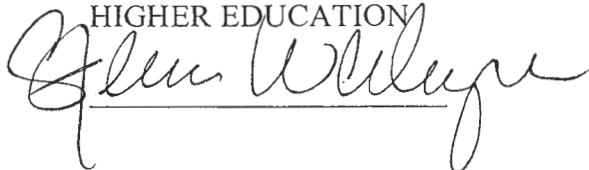
SW EWC

semesters (fall & spring only). BOR shall maintain records of PTL pool. (~~See Attachment A~~)

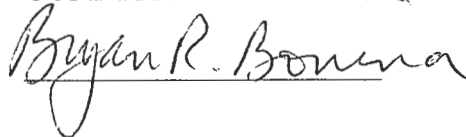
6. Special Appointments: Employee serving on 3rd or subsequent special appointment, each lasting an academic year or calendar year (2 consecutive semesters), shall be given 90 days notice of non-renewal. For each of the first three special appointments, the decision of the employer not to renew shall be final.
 - a. In case of non reappointment of the fourth consecutive special appointment, the employee may request the reasons in writing. The reasons shall not be arbitrary or capricious. This provision is subject to the grievance and arbitration procedures.
 - b. BOR may grant special appointments for a period of six years. Any employee who has successfully completed 6 consecutive special appointments shall transition to a standard, tenure track appointment.
7. Non-teaching faculty (ACLs, CCPs) who are required to attend commencement outside the normal work day or work week, shall be granted the equivalent number of hours in compensatory time to be taken during the same pay period in which commencement occurred.
8. Remove language from Art V of Congress CBA pertaining to service fees and agency fee payers.
9. Class coverage rate of pay: harmonize with AFT language.
10. Compensatory time is earned on a 1:1 ratio for Congress. *and AFSCME.* EWC
SW
11. Layoff language: Harmonize Congress *AFSCME* layoff language with existing AFT layoff language. Exception: Congress shall have no language regarding bumping rights. EWC
SW
12. Any language not addressed by this Tentative Agreement or the Tentative Agreement dated May 4, 2016 shall remain consistent with the respective 2007-2010 CBAs for each Union or until the parties agree to revise language during the course of their concurrent bargaining. *AFSCME*
13. This December 15, 2016 Tentative Agreement as well as the May 4, 2016 Tentative Agreement shall be incorporated into a successor Tentative Agreement in the event the parties reach one and would then be subject to ratification by both parties and the drafting of contract language.

Dated at Rocky Hill, Connecticut this 15 day of December, 2016

BOARD OF REGENTS FOR
HIGHER EDUCATION




CONGRESS OF CONNECTICUT
COMMUNITY COLLEGES



By

By

FEDERATION OF TECHNICAL
COLLEGE TEACHERS

By  12/15/2016

AFSCME, COUNCIL 4, LOCAL 2480

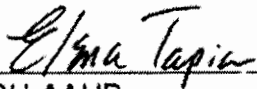
By 

**MEMORANDUM OF AGREEMENT
CSU-AAUP AND CSUS-BOT**

Subject to CSUS Board of Regents and CSU-AAUP Membership Ratification

After a period of protracted negotiations, beginning on October 1, 2015 and concluding on June 2, 2017, the Connecticut State University American Association of University Professors and the Board of Regents for the Connecticut State University System have reached a tentative agreement on all substantive terms of the contract, subject only to final review of the new language by the parties to insure it is consistent with the agreement. The tentative agreement covers the period of August 26, 2016 through August 26, 2021.

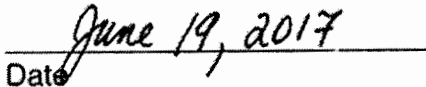
This agreement is made and entered into this **19th** day of **June 2017** by and between the Connecticut State University American Association of University Professors, Inc. (CSU-AAUP), an employee association within the meaning of Sections 5-270 through 5-280 of the Connecticut General Statutes, and the Board of Regents for the Connecticut State University System (EMPLOYER), an employer within the meaning of said statutory sections. This agreement is a result of the joint efforts of the parties to respond to the fiscal conditions of the State of Connecticut and is made pursuant to discussions held between the State of Connecticut and the State Employees Bargaining Agent Coalition (SEBAC).

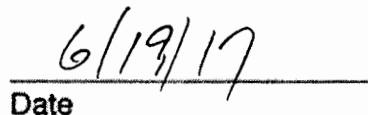


For CSU-AAUP
Elena Tapia, CSU-AAUP President &
Chief Negotiator



For CSUS Board of Regents
Stephen Weinberger, CSUS, Vice
President for Human Resources &
Labor Relations & Chief Negotiator


Date


Date

Summary of 2016 – 2021 Tentative Contract Agreement Between CSU-AAUP and CSU-BOR

General

- Five-year agreement beginning August 26, 2016 through August 26, 2021.
- Minor grammatical changes throughout.
- There will be no salary increase for full- or part-time faculty for 2016-2017, 2017-2018, 2018-2019.
- For continuing full-time members there will be a one-time \$2,000 bonus in 2018-2019, pensionable.
- For continuing part-time members there will be a pro-rated one-time \$2,000 bonus in 2018-2019, pensionable.
- 5.5% increase to base payroll for full- and part-time faculty for 2019-2020 and 2020-2021.
- 5.5% increase for special funds for 2019-2020 and 2020-2021.
- April 2018 longevity will be paid in July 1, 2018, no other delays.
- Change the term “Chancellor” to “President of BOR”.

Article 1 – Definitions

- 1.6.1 Definition of full-time Teaching Faculty is now those who are employed for a semester and earn more than eight (8) load credits (definition no longer tied to number of courses).
- 1.6.2 Definition of part-time Teaching Faculty is now those who are employed for at least six (6) days in a semester and earn eight (8) or fewer load credits (definition no longer tied to number of courses).

Article 4 – Professional Rights and Responsibilities

- 4.2.1 Assurance of academic freedom for part-time faculty.
- 4.2.3.2 During Academic Freedom process any additional materials submitted by either side at any stage of the complaint must also be provided to the opposing side at the time submitted.
- 4.6 Addition of language recognizing the significant role that part-time faculty play a significant role in the institutional life of the University;
If a course is not available, a part-time member may be offered an alternative assignment including alternative bargaining unit work;
Reduces number of semesters from ten (10) to six (6) for the offering of four (4) semester contracts.
- 4.8.2 Provides for evaluation of members on special appointment, at department’s option, up to and including Step “F,” without renewal recommendations.
- Table 1 Assignment of supervising vice president in evaluation process for Coaches and Counseling Faculty (footnote 5)
One month extension of dates for Dean and Provost for professional assessment.
- 4.11.9.6 Addition of record of disciplinary action as evaluation category
- 4.12.1 Requires department bylaws to contain procedure for evaluation of part-time faculty members.

Article 5 Faculty Participation Procedures

- 5.8 Establishes part-time member representation on Senate.
- 5.16 Provides for part-time representation in department matters.
- 5.18 Expands role of University Commission and remedies in case of programmatic adjustments and redeployment of resources.
- 5.18 For involuntary separation, provides for one (1) year severance pay value of pay and fringes
- 5.22 Requires departments to issue agendas prior to departmental meetings.

Article 6 – Athletic Coaches and Non-Instructional Athletic Trainers

- 6.2.2 Ties renewals to evaluations;
- 6.2.2 Provides severance plus value of vacation leave, plus healthcare benefits (COBRA minus employee share up to a maximum of six (6) months' coverage) for assistant coaches terminated early due to departure of head coach;
- 6.2.2 Clarifies conditions of twelve (12) month appointments;
- 6.2.2 Provides for compensatory time for working on paid holidays.
- 6.2.2.1 Provides severance for early termination of Head Coach health care benefits (COBRA minus employee share) to be paid.
- 6.7 Head coaches not on DEC can submit a separate evaluation for assistant coaches.
- 6.7.1 Renewal decisions shall be made after the conclusion of evaluations;
Table 2 Evaluation Process Due Dates for Athletic Coaches -- Three (3) evaluation schedules, for seasons over by December 31st, March 31st, and June 30th, respectively.
- 6.8.6 Addition of record of disciplinary action as evaluation category (Coaches).
- 6.9.6 Addition of record of disciplinary action as evaluation category (Athletic Trainers).

Article 7 Counseling Faculty

- 7.1 “Duties” changed to “load credit activities”.
- 7.2.1 “Counselors” changed to “Counseling Faculty”.
- 7.3.1.6 Addition of record of disciplinary action as evaluation category.
- 7.3.2 Establishes Counseling Faculty Evaluation Committee (CFEC).

Article 8 Library Faculty

- 8.3 “Professional responsibilities” changed to “load credit activities”.
- 8.3.1.6 Addition of record of disciplinary action as evaluation category.
- 8.4 Provides examples of flex time; stronger language regarding request and approval.
- 8.8 Stronger language for approval for teaching classes.
- 8.12 Expands snow day language to include if classes are cancelled,

Article 9 – Working Conditions

- 9.1.1 Secure voice mail for part-time faculty.
- 9.2 Secure storage space for part-time faculty for course materials.
- 9.4 Adequate printing, copying & supplies available for both full- and part-time members including evening and weekend access.
- 9.6 Ensures availability of faculty development funds to both full- and part-time members.
- 9.10 Extends deadline for recommendation and announcement of CSU-AAUP Research Grant recipients by one month.
- 9.12 Extend availability of retraining funds to part-time members

Article 10 – Workload

- 10.2 Redefines one (1) class hour of laboratory as one (1) load credit.
- 10.4 Addition of summer program coordination and internships to definition and provides for side letter renegotiation impasse procedures.
- 10.6.1 Provides one (1) month notification, by member or management for members return from 12-month position to 10-month position.
- 10.7.3 Requires Dean's consideration of students need to graduate on time when scheduling classes.
- 10.9 Requires Chairperson to report member office hours to Dean no later than first day of classes.
- 10.15 Defines the scope of distance learning, codifies the right of a department to schedule distance learning courses with the approval of the relevant dean, and establishes faculty ownership of materials used in distance learning where a separate written agreement does not exist.

Article 11 -- Summer School and Intercession

11.2 Increase in summer session and intercession pay of 5.5% for 2020, and 2021.

Article 12 – Compensation

- 12.3 Minimum salaries for 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021
- 12.3 Minimum salaries are seventy-five (.75%) of maximum salaries for 2019-2020 and 2020-2021
- 12.4 Maximum salaries for 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021
- 12.8 Part-time Member Pay Rates increase 5.5% for 2019-2020, and 5.5% for 2020-2021.
- 12.10.1 Travel, faculty development research grants, curriculum-related activities and retraining funds increase remain the same for 2016-2017, 2017-2018, 2018-2019, and increase by 5.5% for 2019-2020 and 2020-2021.
- 12.12 Three mandatory furlough days to be taken prior to June 30, 2018 to be determined by local AAUP President & University President. This provision excludes part-time faculty.
- 12.13 For continuing full-time members, one-time bonus of \$2,000 in 3rd payroll of 2018-19 academic year for continuing full-time members.
- 12.13 For continuing part-time members, one-time bonus of \$2,000 pro-rated based as a percentage of full-time teaching load for fall 2018 and spring 2019 semesters.

Article 13 – Leaves and Fringe Benefits

- 13.2.3 Sick leave of eight (8) weeks or more not considered a period of service for tenure eligibility.
- 13.3.1 Delays new member contribution of four (4) days to Sick Leave Bank until 2nd year.
- 13.15 Removes sick leave and vacation time from annual reporting of balances.

Article 15 – Grievance Procedure

- 15.6.1 Gives due consideration of nature and extent of violation in determination of procedures.

Article 16 – Reprimand, Suspension and Termination

- 16.5.2 Provides procedures for suspending and adjudicating discipline for member who become incarcerated.
- 16.6 Addresses deadline for conclusion of disciplinary investigations and clarifies provision of evidence.

Article 25 – Term of Agreement

- 25.1 August 26, 2016 – August 26, 2021.

Appendix D – Part-Time Faculty Appointments

Provides for multi-semester contracts for part-time members if requested or with consent.

Appendix E – Intellectual Property and the Use of Information Technology

Defines “traditional faculty products” as a class of materials over which faculty retain exclusive copyright where a separate written agreement does not exist. Removes archaic language.

Appendix F – Discrimination, Affirmative Action, and Sexual Misconduct Complaint Procedures

Changes title of Appendix, clarifies access to documents, clarifies notification of outcome.

Appendix G – Side Letter Concerning Article 9.4.4 – Electronic Mail

Clarifies collection of metadata.

Appendix H – Updates list of negotiators.