

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CHARTER OAK STATE COLLEGE
AND
CONGRESS OF CONNECTICUT COMMUNITY COLLEGES
SIEU 1973
JULY 1, 2024 – JUNE 30, 2025

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ARTICLE I – RECOGNITION

Charter Oak State College (the “College”) recognizes the Congress of Connecticut Community Colleges, Service Employees International Union Local 1973 (the “Union”) as the exclusive bargaining representative for the purpose of collective bargaining for all part-time adjunct teaching faculty employed by the College teaching at least two (2) or more college level credits; excluding those who teach at the College as part of their fulltime responsibilities for the College.

ARTICLE II – MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to: establishing standards of performance of its employees; determining the mission of the system and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; retaining the copyright and intellectual property components of all courses developed for or precured by the College; the appointment, promotion, assignment, direction and transfer of personnel; determining educational policy, programs and services; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or funds or other legitimate reasons; the establishment of rules and regulations not inconsistent with this Agreement; the taking of all necessary actions to carry out its mission in emergencies; and generally managing the College’s facilities and operations. Except as otherwise limited by an express provision of this Agreement, inherent management rights are not subject to the grievance procedure.

ARTICLE III – UNION CHECK OFF

Section 1. Upon receipt of certification from the Union, that a bargaining unit member has elected to join the Union and pay Union dues, the College shall deduct from that bargaining unit member’s salary each pay period such Union dues established by the Union Constitution and remit the same promptly to the Union, together with a list of the names of members from whose salaries such deductions were made. The list shall be sent to the union electronically in Microsoft Excel format. Such deductions shall continue unless the employer is notified in writing by the Union that the employee is no longer a member.

Section 2. The Union will notify the College, in writing, of the amount of membership dues to be deducted. The authorizations provided for by this section shall conform to all applicable federal and state laws.

Section 3. The Union assumes the responsibility for reimbursing bargaining unit members, upon their request, in the amount of any overpayment of Union dues which they may have made due to an incorrect deduction of such dues from their salaries by the employer’s agent who is responsible for said deduction.

Section 4. The Union agrees to indemnify and hold the College harmless against any and all claims, suits, or other forms of liability arising out of any actions taken pursuant to this Article.

Section 5. Workplace leaders and/or union representatives shall provide up to a 30-minute asynchronous video module about the union and union membership for inclusion in the adjunct faculty orientation. The module will include the employee's ability to opt out of the sharing of their mobile number pursuant to Article V.

Section 6. Pursuant to Section 5-260a of the Connecticut General Statutes, upon receipt of a staff member's written request, the employer shall deduct from that staff member's salary each pay period the requested payments to the Congress' Political Action Committee and remit same promptly to the Congress, together with a list of the names of unit members from whose salaries such deductions were made.

Section 7. The College shall give all employees electronic access to a copy of this Agreement and all supplements thereto.

ARTICLE IV – UNION RIGHTS

Section 1. The College will recognize three Employees designated by the Union as workplace leaders to handle grievances, meet with a grievant or with the College regarding issues related to this Agreement, and attend to other matters related to the administration of this Agreement. The Union will provide the College a list of three Employees the Union has designated as workplace leaders and will update the list upon change of leadership. Union workplace leaders' performance of Union duties shall not impede and/or interfere with their work for the College.

Section 2. The Union may communicate with Employees through the faculty's College email address.

ARTICLE V – BARGAINING UNIT INFORMATION

Section 1. The College will provide to the Union a list of Employees included in the bargaining unit. The List will include each Employee's name, employee ID number, initial date of hire, telephone number, if provided to the College and employee has not opted out of sharing with the Union, home address, and College email address. The list shall be sent to the union electronically in Microsoft Excel format.

ARTICLE VI – NO STRIKES, NO LOCK OUTS

Section 1. Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, or other concerted withholding of services.

Section 2. The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article.

Section 3. The Employer agrees that there shall be no lockout.

ARTICLE VII – NON-DISCRIMINATION

Section 1. The parties to this Agreement acknowledge and reaffirm the necessity of mutual respect among and between all persons engaged in the business. Neither the Union nor the College will discriminate against an employee on the basis of race, color, religious creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disorder, intellectual disability, learning disability or physical disability, including but not limited to blindness, unrelated to successful job performance, membership or participation in the Union, or any other protected class status under applicable law.

Section 2. Any claim of discrimination may be grieved but shall not be filed to arbitration as such claims are better resolved by the agencies charged with such duties, including the Commission on Human Rights and Opportunities or the State Board of Labor Relations.

ARTICLE VIII – ACADEMIC FREEDOM

Section 1. The Union and the College mutually agree that institutions of higher education fulfill their obligation to society when they serve the common good. This responsibility can best be met by a free search for truth and by its free exposition.

Section 2. When bargaining unit members speak or write as citizens, they should be free from institutional censorship or discipline, but their position in the academic community imposes special obligations. As persons of learning and educational officers, they should remember that the public may judge their profession and institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should clearly indicate when they are not an institutional spokesperson.

ARTICLE IX – ASSIGNMENT

Section 1. Faculty members shall be solicited by the College as to their interest in receiving a course assignment(s) no later than 90 days prior to the beginning of the term, session, or semester in which the class is scheduled.

Section 2. The College shall make a good faith effort to notify the employee of their course assignment/s, in writing, no later than 60 days prior to the beginning of the class. Courses shall be assigned in a transparent and open process.

Section 3. Members will be made aware of the course schedule for the entire department, and for each department in which they teach, at the beginning of each semester.

Section 4. Members shall be given the opportunity to give input to the department on what courses they would like to teach. Faculty members shall have the ability to recommend new courses, programs or seminars to the department.

Section 5. Nothing in this article shall preclude faculty members from being offered courses that are added to the schedule after the solicitation or assignment period has begun.

Section 6. Program Directors or designees shall meet, on request, with a part-time Faculty member to discuss the part-time Faculty member's qualification to teach other courses.

ARTICLE X – SENIORITY POOL

Section 1. When a bargaining unit member in the system has taught at least 18 credits at the College, the bargaining unit member will be placed in the seniority pool. Seniority will be calculated by determining when the 18-credit threshold was met.

Section 2. Based upon the course sections made available by the College during each semester (defined as fall, spring, and summer), the Provost or designee shall assign those courses to the employee in the seniority pool who is qualified to teach that respective course. Employees in the seniority pool are only eligible to receive preferred placement for one course per semester. An employee is deemed qualified if they have taught the specific course or a closely related course being offered within the subject matter absent a negative evaluation.

Section 3. Once in the pool, if there are more employees equally qualified to teach a specific course than there are sections of that course offered, then the Provost or designee shall assign the course to the most senior employee in the pool.

Section 4. If there is a new or redesigned course created and there are no employees within the seniority pool who are qualified to teach the course in the sole discretion of the Provost, then the Provost may, at their discretion, assign any qualified faculty member, irrespective of seniority, to teach the course.

Section 5. Continuous service in the pool for seniority purposes will be considered broken for a break in service resulting from the employee refusing, declining or otherwise not responding to course assignments for three (3) consecutive semesters, which are defined as fall, spring, and summer. In the event an employee returns, the employee would need to acquire 18 credits to reenter the seniority pool.

Section 6. Records of pool membership shall be shared with the bargaining unit each semester.

Section 7. Once courses are assigned, a senior member of the pool may not “bump” a less senior employee if the member's assigned course is canceled.

Section 8. The College will make two attempts to contact a member by emailing them through their college-assigned email to satisfy the notification requirement.

Section 9. In the event the assignment of a course consistent with this Article would result in an employee who is also employed by the State in another capacity, being paid an overtime rate of pay, or becoming eligible for general State of Connecticut benefits such as health, dental at a cost to the State, the College may elect not to make such assignment.

ARTICLE XI – ECONOMICS

Section 1. Compensation

Adjunct faculty are compensated based upon each enrolled seat in the course and prorated to scale with the number of awarded credit hours. Enrolled seats are calculated on the census date which is the second Wednesday after the course start date.

a. Undergraduate Wages

Effective and retroactive to July 1, 2024, adjunct faculty teaching undergraduate courses that award 1 or more credit hours will receive a 6.49% increase as illustrated in the table below.

	Current per credit / per seat	Proposed Per credit / per seat
Undergraduate Courses	\$77.00	\$82.00

For example:

Instructor A teaches a 3-credit undergraduate course in Fall 2024 Term 1 that is enrolled with 25 students as of the census date. The instructor would be compensated a total of \$6,150 for teaching the course.

Due to the unique and infrequent nature of 1 and 2 credit hour courses; for the contract years under the current collective bargaining agreement, compensation for undergraduate courses taught at the 1 and 2 credit hour levels is no less than \$594 for this class taught regardless of seats enrolled. This amount represents a minimum payment threshold and should the standard per credit / per seat calculation yield a larger amount, the larger amount will be paid.

b. Graduate Wages

Effective and retroactive to July 1, 2024, adjunct faculty teaching graduate courses that award 1 or more credit hours will receive a 5.45% increase as illustrated in the table below.

	Current per credit / per seat	Proposed Per credit / per seat
Graduate Courses	\$110.00	\$116.00

For example:

Instructor B teaches a 3-credit graduate course in Spring 2025 Term 2 that is enrolled with 25 students as of the census date. The instructor would be compensated a total of \$8,700 for teaching the course.

Due to the unique and infrequent nature of 1 and 2 credit hour courses; for contract years under the current collective bargaining agreement, compensation for graduate courses taught at the 1 and 2 credit hour levels is no less than \$771 for this class taught regardless of seats enrolled. This amount represents a minimum payment threshold and should the standard per credit / per seat calculation yield a larger amount, the larger amount will be paid.

c. Independent Studies & Low Enrolled Courses

Effective and retroactive to July 1, 2024, for undergraduate and graduate courses with four or fewer students enrolled as of the census date, the faculty member shall be compensated as outlined within the following table:

	Current per credit / per seat	Proposed Per credit / per seat	% Change
Undergraduate Courses			
1 Student	\$112.00	\$198.00	76.79%
2 Students	\$112.00	\$129.00	15.18%
3 Students	\$112.00	\$117.00	4.46%
4 Students	\$77.00	\$92.00	19.48%
Graduate Courses			
1 Student	\$160.00	\$257.00	60.63%
2 Students	\$160.00	\$180.00	12.50%
3 Students	\$160.00	\$167.00	4.38%
4 Students	\$110.00	\$130.00	18.18%

d. Grants & Partnerships

New and existing agreements the College enters into with grantors, or third parties may stipulate the compensation schedule teaching faculty are to be paid. Efforts will be made to align grant applications and third-party agreements with the pay schedules set forth within this agreement. In the event the rate set forth in the grant or third-party agreement contradicts this agreement, the rate within the grant or third-party agreement will prevail, unless it is less than the rate in this agreement, in which case the negotiated rate in this agreement will prevail.

e. Additional Work Assigned by the Provost

Hours assigned to faculty by the Provost or designee related to additional classroom assignments such as course mentoring, concentration plan of study reviews, mandatory department or program meetings, grade appeals and/or other consultive type hours are to be mutually agreed upon. Faculty will be

compensated at a rate of \$44.00 per hour which represents a 10% increase in wages compared against the \$40 benchmark.

	Current Hourly Rate	Proposed Hourly Rate	% Change
Committee Chairs	\$44.05	\$44.00	0%
Core Faculty	\$40.45	\$44.00	9%
Other Adjunct Faculty	\$38.75	\$44.00	14%

The hours assigned will be stated in the assignment received from the Provost or their designee.

f. Course Cancellations

Faculty members shall be paid \$500 if a course they are scheduled to teach is canceled by the Provost or their designee less than 7 days prior to the start date of the course.

Section 2. Faculty Orientation

New Faculty orientation is to be performed asynchronously based upon the faculty handbook. Teaching Faculty who previously never worked for Charter Oak will be compensated \$300 upon successful completion of the orientation. For faculty members with an extended break in service, or faculty members for whom management determines needs reorientation, management may request the faculty member reperform the orientation for which they will receive the same level of compensation upon successful completion.

Section 3. Professional Development

- a. The College will allocate \$20,000 each contract year for reimbursement of professional development activities as provided under this section. The purpose of these funds shall be to provide an opportunity for employees 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.
- b. A faculty member who has taught at least six (6) credits in the prior 12 months shall be eligible for reimbursement of professional development up to a maximum of five hundred dollars (\$500) per contract/fiscal year. Approved requests for reimbursement shall be paid, if funds are available, based upon the date the employee's application was received.
- c. Unused funds shall be returned to the College at the end of each fiscal year. The prior sentence notwithstanding, applications for reimbursement of 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.
- d. Requests for reimbursement of professional development activities under the contract shall be submitted in advance according to procedures established by the College and shall be submitted for review and approval by the College President.

- e. The Union President shall be provided with a report of all professional development expenditures upon request.

Section 4. Tuition Waivers

Adjunct faculty may receive a waiver of tuition and fees as a matriculated student or visiting student for one course per calendar year at Charter Oak State College after the completion of one semester of teaching. Requests for tuition waivers must be made at least 2 weeks prior to the start of the semester, no late entries will be accepted.

Section 5. Faculty Team Lead

Faculty Team Lead assignments will be made beginning in the Fall semester of each academic year or as otherwise needed. Such assignments will be given to the College's adjunct faculty. Adjunct faculty members assigned as a Faculty Team Lead will be paid a \$2,000 stipend per academic year payable in three installments as follow:

\$800 – Fall Semester

\$800 – Spring Semester

\$400 – Summer Semester

These amounts will be processed during the first regularly scheduled payroll cycle following the first census date of the corresponding semester. Assignments as a faculty team lead are not subject to the seniority pool.

ARTICLE XII – GRIEVANCE PROCEDURE

Section 1. The parties desire a prompt and efficient method of resolving grievances as defined herein. For this Agreement, a grievance is defined as any complaint or dispute arising out of the application or claimed violation of a specific term or provision of this Agreement which arose during the term of this Agreement or any written extension of it. The Employee or the Union must use the designated grievance form when submitting a grievance.

Step One: The Employee or the Union shall submit the grievance to the Employee's academic unit head or designee within 30 calendar days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose or within 30 calendar days after the affected Employee or the Union knew or should have known of those facts or circumstances. The grievance form shall clearly identify the provision(s) of the Agreement at issue and be signed by the Employee and Union representative.

The academic head or designee shall hold a meeting to discuss the grievance at a time mutually convenient to the academic head or designee, the Union and the Employee.

The academic head or designee shall give a written response to the grievance to the Union within 10 calendar days after receipt of the grievance, or if not responded to within that period, the grievance shall be deemed denied.

Step Two: If the grievance is not resolved at Step One, the Employee or the Union may submit a Step Two grievance to the COSC President or his/her designee within 10 calendar days after the academic head or designee has responded to the Step One grievance or, if no response was given, the date on which that response was due.

The COSC President or his/her designee shall meet with the Employee or the Union within 10 calendar days after receipt of the grievance. The COSC President shall give a written response to the grievance to the Union within 10 calendar days after receipt of the Step Two grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be deemed denied.

Step Three: If the grievance is not resolved at Step Two, the Employee or the Union may submit a Step Three grievance to the System Chancellor or his/her designee within 10 calendar days after which the COSC President or his/her designee has responded to the Step Two grievance or, if no response was given, the date on which that response was due.

The System Chancellor or his/her designee shall meet with the Employee or the Union within 10 calendar days after the receipt of the Step Three grievance. The System Chancellor or his/her designee shall give a written response to the grievance to the Union within 10 calendar days after receipt of the Step Three grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be deemed denied.

Step Four: If the grievance is not resolved at Step Three, the Union may submit the grievance to arbitration with the State Board of Mediation and Arbitration within 15 calendar days after the College has responded to the Step Three or, if no response was given, the date on which that response was due. The arbitration shall be conducted under the voluntary Labor Arbitration Rules and Regulations then prevailing of the State Board of Mediation and Arbitration.

The award of the arbitrator(s) hereunder shall be final and binding upon the Employer, the Union, and the Employee. The Arbitrator(s) shall not add to, delete from or modify any of the terms of this Agreement.

Section 2. A failure of the Union or the Employee to advance a grievance to a subsequent step of the grievance procedure shall be deemed a waiver of the grievance.

ARTICLE XIII – LABOR-MANAGEMENT COMMITTEE

Section 1. The College and the Union agree to create a Labor-Management Committee that shall consist of three (3) representatives designated by the Union and three (3) representatives designated by the College. The Labor-Management Committee may, by agreement, consider and make recommendations on matters of general importance to the Employees and the College.

Section 2. The Labor-Management Committee will attempt to meet at least one time during fall and spring terms. Additional meetings may be held by mutual agreement to discuss a particular topic or agenda. The Committee shall have no authority to negotiate agreements but may exchange letters of understanding that are not in conflict with the terms of the Agreement and/or do not require legislative approval.

ARTICLE XIV – ACCESS TO SERVICES

Section 1. All members will be provided the necessary textbook, which may be provided digitally, and software needed to teach before the beginning of the course.

Section 2. Mission Statements and/or faculty handbooks, guidelines or procedures shall be made available electronically to the faculty member before the beginning of the course, with updates as available.

ARTICLE XV – PERSONNEL FILES

A faculty member may review their personnel file by online appointment with the Human Resources Department of the College. Upon request the member will be given a digital copy of any item(s) in such file(s). Union representatives may be present at the review and examine the documents.

ARTICLE XVI – SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be unlawful by any court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect except to the extent that other provisions may be rendered meaningless, inoperable or ambiguous as a result of the court decision. Upon issuance of such a decision, the Employer and the Union shall immediately negotiate a substitute for the invalidated provision(s) to the extent required by law.

ARTICLE XVII – ENTIRE AGREEMENT AND AMENDMENT

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.

ARTICLE XVIII – LEGISLATIVE ACTION

The terms of this Agreement shall not become effective unless or until legislative approval has been granted pursuant to C.G.S. Section 5-278 or as otherwise provided by said Section.

ARTICLE XIX – DURATION

This Agreement shall be effective from ratification and signing by both parties and shall remain in full force through June 30, 2025.

Congress of Connecticut Community Colleges:



6/9/25

Seth Freeman, President

Date

Board of Regent for Higher
Education
Connecticut State Colleges and
Universities:



6/10/25

Terrence Cheng, Chancellor Date

Charter Oak State College:



6/10/2025

Ed Klonoski, President

Date