

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CHARTER OAK STATE COLLEGE
PROFESSIONAL BARGAINING UNIT,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 1214 OF
CONNECTICUT COUNCIL 4, AFL-CIO**

AND

**BOARD OF REGENTS FOR HIGHER EDUCATION
CHARTER OAK STATE COLLEGE**

July 1, 2021 to June 30, 2025

**ARTICLE 1
RECOGNITION**

Section One. The Board of Regents for Higher Education, Charter Oak State College (the “Board” or “Employer” or “BOR” or “College”) recognizes the American Federation of State, County and Municipal Employees, Local 1214 of Council 4, AFL-CIO (the “Local” or “Union”), as the exclusive representative, for the purposes of collective bargaining, of the State employees whose job titles are included in the bargaining unit certified by the State Board of Labor Relations in Case No. SE-13,356, Decision No. 2919.

Section Two. This Agreement shall pertain only to those employees who work twenty (20) or more hours per week and whose job titles are included in the bargaining unit and shall not apply to employees appointed on a temporary, durational, or emergency basis not to exceed six (6) months. Part-time employees appointed on a permanent basis shall receive benefits on a pro-rata basis in accordance with the Agreement.

**ARTICLE 2
RIGHTS OF THE BOARD OF TRUSTEES**

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; 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 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. Except as otherwise limited by an express provision of this Agreement, inherent management rights are not subject to the grievance procedure.

**ARTICLE 3
RIGHTS OF THE UNION**

Section One. Within thirty (30) days after the execution of this Agreement, and in June thereafter, the Board shall provide the Local with a list of all employees in the bargaining unit.

Section Two. Within thirty (30) days after the execution of this Agreement, the Local shall provide the Board with a list of its officers and/or stewards and shall keep the list current.

Section Three. The President of the Local (or his/her designee) may attend all regular and special meetings of the Board without loss of time or compensation.

Section Four. (a) Upon thirty (30) days written notice to the College President, one Local representative may attend the Annual State Labor Council Convention and shall be granted up to three (3) days release time with pay to attend such convention.

(b) Upon thirty (30) days written notice to the College President, one Local representative may attend the biennial International AFSCME Convention and shall be granted up to five (5) days release time with pay to attend such convention.

(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.

(d) New Member Orientation: When a new member is hired, the union shall be allowed up to one hour for orientation purposes.

Section Five. The Board will notify employees on an annual basis, calculated through September 30, of their seniority and their years of service credited for longevity.

Section Six. When the Union President needs to conduct union business, the Union President will notify his/her supervisor and the supervisor of 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 to minimize the impact upon the work operations. The College President may deny any request in excess of 3 hours per week.

ARTICLE 4 NONDISCRIMINATION AND AFFIRMATIVE ACTION

Section One. The Board and the Union shall continue their policy of not discriminating against any member of the bargaining unit in accordance with state and federal law.

Section Two. Neither party shall discriminate against any employee on the basis of membership or non-membership in the Union.

Section Three. The parties acknowledge their mutual support of the concept of affirmative action and their commitment to ensure equal opportunity in the application of this Agreement. The parties recognize the Board's obligation to comply with the Americans with Disabilities Act (ADA) notwithstanding any contrary provision of this agreement. Problems or disputes concerning the application or interpretation of this Section shall be the subject of labor management discussions but shall not be subject to the grievance procedure.

Section Four. In the event that a dispute arises concerning the application or interpretation of Sections One or Two of this Article, it may be raised through the grievance procedure, but shall not be arbitrable, or it may be pursued through the appropriate state or federal agencies.

ARTICLE 5 UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

Section Two. Within thirty (30) days after initial appointment to a position in the bargaining unit, or within thirty (30) days after approval of this Agreement by the General Assembly, whichever is later, each employee shall become a member of the Local or shall pay to the Local agency service fees. The Local shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any actions taken pursuant to this Article.

Section Three. Local dues shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the Employer a form authorizing such deduction. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance; however, such discontinuance would not relieve the employee from the obligation for payments under Section Four.

Section Four. Within thirty (30) days after initial appointment to a position in the bargaining unit, or within thirty (30) days after approval of this Agreement by the General Assembly, whichever is later, each employee who is not a member of the Local shall pay to the Local an agency service fee which shall be deducted by the Employer biweekly from the employee's paycheck.

Section Five. Council 4 shall provide notice certified in writing of the amounts to be deducted under this Article. Any changes in the amount of the Local dues or the amount of the agency service fees shall be effective as soon as practicable after receipt by the Employer's designee of written notice of such changes.

Section Six. The amount of Local deductions under this Article shall be remitted to Council 4 as soon as practicable after the payroll period in which such deductions were made together with a list of the employees and the amount being remitted.

Section Seven. No payroll deductions shall be made for any payroll period in which the earnings received are insufficient to cover the amount of the deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question.

ARTICLE 6 NO STRIKES - NO LOCKOUTS

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

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

Section Three. The Employer agrees that during the life of this Agreement there shall be no lockout.

ARTICLE 7 PROBATIONARY PERIOD AND SENIORITY

Section One. Each new employee appointed to a permanent position in the bargaining unit shall serve an initial probationary period of six (6) months of service from the date of appointment, or, for less than full-time employees, 1,044 hours. The initial probationary period may, with the approval of the College President, be extended on an individual basis for a definite period of time not to exceed six (6) calendar months. The employee and the Union will be provided written notice of any such extension.

Section Two. An employee who has successfully completed the initial probationary period and is promoted to a higher-level classification shall serve a promotional probationary period of four (4) months of service from the date of promotion or, for less than full-time employees, 696 hours. An employee who does not successfully complete the promotional probationary period shall be returned to his/her previous position or a position with comparable pay and benefits in the prior classification.

Section Three. The probationary period shall be considered an extension of the selection process. Dismissal during the initial probationary period shall not be subject to the grievance and arbitration procedure except that failure of a promotional probationary period may be appealed to the President level of the grievance procedure only, but not to arbitration, alleging patent unfairness of the probationary period due to evaluator bias or variance from the pertinent job specification. Periods of unpaid leave or workers compensation in excess of three days shall not be considered for purposes of completion of the probationary period.

Section Four. Seniority shall be defined as an employee's length of continuous service with Charter Oak State College including paid leave and war service. Seniority shall also accrue during periods of military leave, workers compensation, unpaid medical leave, family leave under CGS 5-248a, and layoff of up to one (1) year provided the employee is reemployed within three (3) years of layoff. The inclusion of the periods specified in the prior sentence for calculation of employee seniority shall not change the method of computing years of service for longevity payments. Seniority shall not be computed until after completion of the initial probationary period. Upon successful completion of the initial probationary period, seniority shall be retroactive to the date of original appointment.

(a) Service while working in a temporary, emergency or durational position shall not accrue until successful completion of the initial probationary period in a permanent position whereupon it shall be retroactively applied to include such service.

(b) After having served for at least three current continuous years in the office or having at least five (5) years of continuous service with the College, the Union President shall be considered as having the most seniority in the bargaining unit for purposes of layoff.

(c) For part-time employees, seniority shall be prorated in accordance with the number of hours worked by the employee.

Section Five. As vacancies occur in the bargaining unit, they shall be posted for a period of at least seven (7) calendar days. 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 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 Six. An employee who is assigned to perform temporary service in a higher classification shall, commencing with the thirty-first consecutive workday, be paid for such actual work retroactive to the first day of such work at the rate of the higher class as if promoted thereto. Such assignments may be made by management when there is a vacant position to be filled or when an employee is on an extended absence of more than thirty workdays. Charter Oak State College shall issue the employee written notification of the temporary assignment in a higher class. The exclusive forum for resolution of claims under this section shall be a conference with the College President.

Section Seven. The Employer shall make available the current collective bargaining agreement for all new employees.

Section Eight. 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. 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 President, 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 employer's salary base without Union approval. The bonus should be contingent on an offer of employment.

ARTICLE 8 HOURS OF WORK

Section One. It is expected that each bargaining unit member will devote the time necessary to meet the professional obligations of his/her position, as determined by the College President.

Section Two. The regular work week shall consist of forty (40) hours per week, which may include evening or weekend 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 a member's normal work schedule on a workday or work on a regular day off shall be granted at the discretion of the College President based on the following criteria:

(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.

(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.

Section Four. Inclement Weather. When any condition forces the closing or interruption of normal College operations, the College 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 College President's decision to curtail or to delay College operations. If the College President officially closes the College or any part thereof, affected members shall not report for work. If the College 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 potentially hazardous driving conditions, he/she shall charge the absence to personal or vacation time. If the College 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 Five. A full-time employee may request of management that their position be adjusted to a part-time status of thirty-five (35) hours or less. If the request for part-time status is granted, the employee's compensation shall be adjusted according to the reduction in hours and the employee shall receive benefits on a pro-rated basis as provided for part-time employees under the contract. If the change to part-time status is granted for a period not to exceed twelve (12) months, the employee shall be reverted to full-time status at the end of the specified period. If the change to part-time status is granted on an

indefinite basis, the employee will have no entitlement to revert to full-time status but would have the same ability to request an increase in hours as any other part-time employee.

Section Six. 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 Vice President for Administration and Chief Financial Officer (the “CFAO”). The CFAO will discuss the situation with the College President and make a recommendation to the College President. The Union will receive notification of all special projects.

Section Seven. The College President or his/her designee may authorize an individual to perform work from a remote site. Telecommuting is by mutual agreement only. A telecommuting application procedure will be developed by the Labor-Management Committee. Topics to address will include how applications will be submitted, how frequently they will need to be submitted, and how employees will be informed by Management about telecommuting decisions.

The employee must have adequate internet at the employee’s expense at the proposed telecommuting site.

The employee must have a job function acceptable for telecommuting, i.e., 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.

(a). 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, for final approval. An employee for whom an agreement has been approved shall not provide day care services while telecommuting.

The operational needs of the College 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. Requests shall not be unreasonably denied.

(b) 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 college 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 timesheet. Nothing herein is intended to relieve an employee from the duty to

immediately notify the first supervisor outside of the bargaining unit of the existence of situations referenced herein.

(c) Grievance and Arbitration Procedure - The provisions of this section shall not be subject to the grievance and arbitration procedure.

ARTICLE 9 PERSONNEL RECORDS

Section One. The Employer shall maintain an official personnel file for each bargaining unit member in the College's central office.

Section Two. An employee shall be allowed access on a reasonable basis to examine and copy, at the employee's expense, any materials in their personnel file other than material that is confidential or privileged under law. The Employer reserves the right to require its designee to be present while such file is being inspected or copied.

Section Three. No statement of criticism shall be placed in any employee's file without the employee having been provided the opportunity to see the statement.

Section Four.

(a) An employee shall have the right to attach written comments to any documents contained in his/her personnel file.

(b) Derogatory material which is not merged in the next performance evaluation shall be considered void after the time for issuance of the second-next annual performance evaluation (not more than eighteen (18) months from the date of the derogatory material), unless another disciplinary action is taken within that period of time. Employee comments shall similarly be considered void under these circumstances but shall remain attached to the derogatory material.

Section Five. The Local President or his/her designee may, upon written request, examine an employee's personnel file if such examination is pursuant to a filed grievance, a grievance under investigation or in preparation or a pending disciplinary investigation of the employee and if the President or designee provides a signed written authorization from the employee whose file is to be examined.

Section Six. Requests for information contained within a personnel file shall be disclosed to the extent required under existing law (e.g., court order, Freedom of Information ("FOI")). If a request is made for information from an employee's personnel records under the Freedom of Information law and the agency believes that the disclosure would constitute an invasion of privacy under that law, the agency will notify the employee in writing as provided under CGS Sec. 1-214 and allow the statutory period for possible objection. In cases of FOI disclosures not meeting this privacy standard or in cases of written employment verifications, the agency will notify the employee of the information provided, but this shall not delay or modify the agency's obligations under the FOI law. This section shall not apply to information regarding an employee's job title or length of employment provided in response to inquiries.

ARTICLE 10
PERFORMANCE EVALUATION

Section One. An annual performance evaluation shall be conducted for each employee by his/her immediate supervisor. The evaluation shall normally be completed at least six weeks prior to the end of the fiscal year. This provision shall not be construed to prohibit or limit more frequent evaluations when deemed appropriate by the immediate supervisor in consultation with the College President and such evaluations shall not be used in the place of disciplinary action when discipline is more appropriate.

Section Two. An employee shall be provided a copy of the evaluation form prior to its placement in his/her personnel file. The employee shall sign the evaluation to acknowledge that it has been received. An employee shall be allowed an opportunity to meet and discuss the evaluation with the evaluator(s).

Section Three. There shall be standard evaluation forms. The Union may submit recommendations regarding the evaluation forms to the College President.

Section Four. An employee may grieve, but not arbitrate, an overall evaluation of “unsatisfactory” or “needs improvement”. The Union may submit a grievance about an overall “unsatisfactory” evaluation to arbitration.

ARTICLE 11
DISMISSAL AND DISCIPLINE

Section One. Discipline is defined as written reprimand, suspension, demotion, or dismissal.

Section Two. No employee who has successfully completed the initial probationary period shall be disciplined under this Agreement except for just cause.

Section Three. The parties jointly recognize the deterrent value of disciplinary action and, whenever appropriate, disciplinary action will be preceded by warning and opportunity for corrective action. Nothing in this Section shall prohibit the Employer from bypassing progressive discipline when the nature of the offense requires and the failure to apply progressive discipline shall not in and of itself be cause for overturning the disciplinary action.

ARTICLE 12
STAFF REDUCTIONS

Section One. Staff Reductions. Insofar as possible under the circumstances, as determined by the College President, the parties shall permit the process of attrition to effectuate the required reduction in staff.

Section Two. Reassignment. If a staff reduction and/or a program or position elimination is determined by the College President to be appropriate, the College President will make reasonable efforts to reassign the affected employee to a vacant position within the College unless restricted by law or contract.

Section Three. Layoffs. When attrition and reassignment are insufficient or inapplicable methods of effectuating the required reduction in staff, bargaining unit members shall be laid off in accordance with the best interest of the College and statutory mandates, following consultation with the Local. When in the judgment of the College President, employees considered for layoff possess substantially similar skills and ability, then the most senior employee shall be retained.

Section Four. Notice. Affected employees should be informed of layoff as soon as practicable. For employees who have completed the initial probationary period, the minimum periods of notice for layoff shall be: one (1) month for each one (1) year of seniority or portion thereof for employees with less than three (3) years of seniority; six (6) months for employees with more than three (3) years but less than seven (7) years of seniority; and twelve (12) months for employees with seven (7) years or more of seniority.

Section Five. Recall. Employees who have been laid off shall be eligible for reemployment based on a consideration of their qualifications, prior classification, and seniority in relation to the vacant position. Employees shall be provided notice of recall opportunities by registered letter at their last known address. A laid-off employee who is reemployed shall retain full credit for his/her prior years of service with the Board.

Section Six. In the event that this bargaining unit is merged into or with any other State agency during the life of this Agreement, this bargaining unit shall remain under the representation of AFSCME, Council 4.

ARTICLE 13 GRIEVANCE PROCEDURE

Section One. Definition. A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement. All grievances shall be filed in writing on a form to be developed by the parties which shall require a description of the facts and/or the issue, the specific identification of the section of the Agreement alleged to be violated, the specific relief requested, and an acknowledgment that the grievance has been filed within the appropriate time limit.

Section Two. A grievance may be filed by an employee or by the Union on behalf of an employee. The employee organization designated as the exclusive representative shall have the following rights: notice of the grievance; the right to be present during the grievance conference; and a copy of any written grievance settlement agreement.

Section Three. Time Limits. (a) A grievance shall be deemed waived unless submitted at Step 1 within ten (10) business days from the date of the cause of the grievance or within 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) business days of receipt of the grievance and a written response issued within seven (7) business days of such meeting.

Step 2. College President. Within 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 College President. The College 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 in writing within 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 4. Arbitration. Within fifteen (15) business days after the date of the Step 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 College President.

The parties shall establish a panel of one or two mutually acceptable arbitrators. Unless the parties agree to the contrary, the arbitrator for a particular case shall be selected by rotation in alphabetical order. The parties may, by mutual agreement, consolidate for hearing by a single arbitration panel two (2) or more grievances arising out of the same or similar factual situations or involving the same issues of contract interpretation or both. On grievances when the question of arbitrability has been raised, either party may request that the arbitrator issue a decision on the issue of arbitrability prior to hearing the merits of the case. The expenses for the arbitrator's service and for the hearing shall be shared equally by the Board and the Union. The costs of transcription shall be borne by the requesting party.

The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or relief prior to the effective date of the Agreement, nor to grant any retroactive remedy for more than seven (7) calendar days prior to the date the grievance was filed at Step 1, nor to make any award inconsistent with federal or state law.

The decision of the arbitrator shall be final and binding on the parties in accordance with the Connecticut General Statutes. Neither the submission of questions of arbitrability to any arbitrator nor any voluntary submission shall be deemed to diminish the scope of judicial review over awards, including post-arbitral review of awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

The arbitrator shall render the decision in writing no later than thirty (30) calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties otherwise agree.

Section Six. Notwithstanding any contrary provision of this Agreement, the following matters shall not be submitted to the grievance or arbitration procedure:

- (a) Any incident which occurred or failed to occur prior to the effective date of this Agreement.
- (b) Changes in job descriptions or assigned duties or classifications and pay grades for newly created positions.
- (c) Compliance with the provisions of state or federal law.

ARTICLE 14 COMPENSATION

Section One. General Wage Increases.

- (a) Effective and retroactive to July 1, 2021, and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for bargaining unit members who are active employees on the date of legislative ratification, and to any who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021, and the date of legislative ratification.
- (b) Effective with the pay period that includes July 1, 2022, the base annual salary for all bargaining unit members shall be increased by two and one-half percent (2.5%). The increase shall apply to all employees in the bargaining unit on July 1, 2022.
- (c) Effective with the pay period that includes July 1, 2023, the base annual salary for all bargaining unit members shall be increased by two and one-half percent (2.5%). The increase shall apply to all employees in the bargaining unit on July 1, 2023.
- (d) Wage Reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 14, Compensation, as well as any wage schedules that should be updated based on changes to this article. During any “opener” contemplated under this provision, only sections describing compensation shall be open and all other provisions shall remain in full force and effect.
- (e) Professional Union Pay Ranges. The minima and maxima for all bargaining unit salary ranges shall increase by 2.5% on the effective dates designated in Section 1(a), 1(b), and 1(c) above. For members who reach the maximum salary for their range prior to receiving a 2.5% 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.

Section Two. Longevity. Employees shall continue to be eligible for longevity payments in accordance with the existing practice. Each employee who has completed not less than ten (10) years of State service shall receive semiannual lump-sum payments based on service completed as of April 1 and October 1 of each year, as follows:

- (a) An employee who has completed ten (10) or more years, but less than fifteen (15) years of State service shall receive an amount equal to 0.875% of his/her base annual salary.

(b) An employee who has completed fifteen (15) or more years, but less than twenty (20) years of State service shall receive an amount equal to 1.75% of his/her base annual salary.

(c) An employee who has completed twenty (20) or more years, but less than twenty-five (25) years of State service shall receive an amount equal to 2.625% of his/her base annual salary.

(d) An employee who has completed twenty-five (25) or more years of State service shall receive an amount equal to 3.5% of his/her base annual salary.

The semiannual longevity lump-sum payments shall be made on the first regular pay day following April 23 and October 24 of each year, except that a retiring employee shall receive, on the first regular pay day following the twenty-fourth of the month immediately following retirement, a prorated payment based on the proportion of the six-month period served prior to the effective date of retirement. Part-time, seasonal or intermittent State service shall be credited as State service for the purposes of this section when such part-time, seasonal or intermittent service, accumulated, totals the calendar years herein above specified.

Section Three. The salary rates for new hires and promotional appointees shall be determined by the College President in accordance with existing policy but shall not be less than the minimum rate nor more than the maximum rate of the salary range for the classification. The salary rates for new hires, however, shall not exceed the mid-point rate of the appropriate salary range except with agreement of the Union.

Section Four. Objective Job Evaluation. The terms and conditions concerning Objective Job Evaluation are negotiated separately by the State and the Unions. All provisions concerning Objective Job Evaluation are governed by the separate agreement of the parties on that subject.

Section Five. Annual Increments

(a) Effective and retroactive to January 1, 2022, and upon legislative approval, bargaining unit members shall receive an increment of two and sixty-five one hundredths percent (2.65%) movement within salary range in fiscal year 2021-2022, but not to exceed the maximum of the salary range. This retroactive increment shall be paid to employees in the bargaining unit on the date of legislative ratification, and to any who retired or who left in good standing with ten (10) years or more of state service between January 1, 2022, and the date of legislative ratification.

(b) Effective on January 1, 2023, bargaining unit members shall receive an increment of two and sixty-five one hundredths percent (2.65%) movement within salary range in fiscal year 2022-2023, but not to exceed the maximum of the salary range.

(c) Effective on January 1, 2024, bargaining unit members shall receive an increment of two and sixty-five one hundredths percent (2.65%) movement within salary range in fiscal year 2023-2024, but not to exceed the maximum of the salary range.

(d) 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. Employees whose overall annual performance was evaluated as "unsatisfactory" shall not be eligible to receive an increment. If an employee with an annual evaluation of "unsatisfactory" is issued a subsequent evaluation for the period prior to the increment date, the granting of any increment shall be based upon the subsequent evaluation.

Section Six. Merit Pay. Effective in each year of the contract, there shall be a Merit Pay Fund equal to 0.25% of the total salary base of bargaining unit members prior to the contract year. Any merit payments shall be in the form of a lump sum payment of up to \$1,000 that would be granted on or about September 1. Funds which are not expended in one contract year shall carry over to the following year provided that the Merit Pay Fund shall expire upon expiration of the contract. Notwithstanding the prior sentence, any remaining funds at the end of the contract shall carry over to allow payments effective on the September 1 after expiration to recognize service during the last year of the contract.

Nominations of employees for merit pay consideration may be made by any COSC employee or BOR member and should be based upon outstanding performance, innovative projects or initiatives, or other efforts or undertakings that have or would greatly benefit the College and/or its students. The criteria shall be developed by the Labor Management Committee. The nominations shall be discussed by the Labor Management Committee or their designated committee, which shall develop a list of recommended candidates to submit to the College President. The discussions and recommendations will not be disclosed except to the Labor Management Committee. The final decision on the selection among the recommended candidates shall be in the sole discretion of the College President and not subject to the grievance procedure.

Section Seven. Special Lump Sum Payments.

(a) Effective and retroactive to July 1, 2021, and upon legislative approval, full time bargaining unit members shall receive a two thousand five hundred dollar (\$2,500) special lump sum payment. This special lump sum payment shall be pro-rated for part-time status. The special lump sum payment shall be paid to active employees on the date of legislative ratification, and all who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

(b) Effective July 1, 2022, full-time, active bargaining unit members on that date shall receive a one thousand dollar (\$1,000) special lump sum payment. This special lump sum payment shall be pro-rated for part-time status and shall be paid in the payroll including July 1, 2022.

ARTICLE 15

TUITION REIMBURSEMENT & PROFESSIONAL DEVELOPMENT

Section One.

(a) The College will allocate \$36,000 each contract year for tuition reimbursement and reimbursement of professional development activities as provided under this Article. The purpose of the fund 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) Unused funds shall be returned to Charter Oak State College at the end of each fiscal year. 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. Professional Development. An employee shall be eligible for the following maximum amounts of reimbursement per contract year from the Tuition Reimbursement & Professional Development Fund for up to two thousand dollars (\$2000). Approved requests for reimbursement shall be paid, if funds are available, based upon the date the employee's application was received.

- (a) Requests for reimbursement of professional development activities under the contract fund shall be submitted in advance according to procedures established by the College and shall be submitted for review by the employee and approved by the College President.
- (b) Participation, with prior approval, in job-related professional development activities such as conferences or seminars is encouraged, consistent with the College's obligations and financial limitations. For such approved attendance at conferences, employees shall be reimbursed for mileage, meals, and lodging expenses in accordance with agency policy, unless partial funding is agreed upon between the staff member and the College President.
- (c) 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.
- (d) Requests under this section shall be submitted in advance according to guidelines and procedures established by the College and shall be submitted for review by the employee and approved by the College President.

Section Three. Tuition Reimbursement. Requests for tuition reimbursement shall be submitted in accordance with the guidelines and policies attached hereto. Reimbursement for courses at accredited institutions of higher education shall be up to the cost of two undergraduate or graduate courses per contract year. These costs are apart from the \$2000 limitation noted above for professional development activities.

Section Four. Tuition and Fee Waiver. Tuition and fee waivers will be in accordance with the guidelines and policies attached hereto

ARTICLE 16 HOLIDAYS

Section One.

- (a) Employees shall be granted time off with pay for the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Friday before Washington's Birthday	Columbus Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas
Juneteenth	

- (b) If a holiday falls on a Saturday or Sunday, it shall be considered celebrated on the day granted by the State in lieu thereof, if one is so granted.

(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 prorated 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).

(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 workday 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 workday 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 workday 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 workday, employees would be required to work on said day for their regularly scheduled hours and would receive holiday time off as described in Section 1(c) and 1(d) in lieu thereof. The employer may designate another workday as the 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 will receive holiday time as described in Section 1(c) and 1(d). Any such 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 holiday time as described in Section 1(c) and 1(d), which will be used within ninety (90) days of the holiday.

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 five (5) working days. Part-time employees shall accrue vacation leave on a pro-rata basis, calculated based upon the 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 next level supervisor.

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

Section Four. In the event that more employees request the same vacation time than can be reasonably spared for operating reasons, vacation time requests will be granted based upon seniority. The determination of the number of employees who can reasonably be spared will be a management

decision and will be based upon the size of the particular unit, the unit workload and the number of day(s) requested.

To have vacation requests considered by seniority under this Section, employees must file their requests for the calendar year by January 31. Vacation requests submitted after January 31 shall be granted, subject to operating reasons, based on order of request (i.e. "first come, first served" basis). Written responses to written vacation requests will be made within ten working days where possible.

Once vacation schedules are approved, there will be no bumping on the basis of seniority. The Board will not change approved vacation schedules except in the case of emergency.

Section Five. 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.

Section Six. Personal Leave. In addition to annual vacation, each full-time permanent employee 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 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 One. Each employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days or 10.0 hours per completed calendar month of continuous full-time service. Such leave shall start to accrue only 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) working days. Part-time employees shall accrue sick leave on a pro-rata basis, calculated based upon the hours worked in the prior month.

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 illness or 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 Three. An acceptable medical certificate, on the prescribed form and signed by a licensed physician or other practitioner whose method of healing is recognized by the State, will be required to substantiate a request for sick leave for the following reasons:

(a) any period of absence consisting of more than five consecutive working days;

(b) to support request for sick leave of any duration during annual vacation;

(c) leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;

(d) leave of any duration when evidence indicates reasonable cause for requiring such a certificate;

(e) in accordance with the provisions of SEBAC 2017, to allow the 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.

Section Four.

(a) Upon the death of an employee who has completed ten (10) years of State service, the Board shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum payment equivalent to sixty (60) days pay.

(b) Upon retirement from State service after the completion of ten (10) years of State service, an eligible employee in Charter Oak State College shall be paid one-fourth (1/4) of the his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum payment equivalent to sixty (60) days pay.

Section Five. Donation of Vacation 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 College President and shall be applied in accordance with guidelines developed by such President. 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 workday (e.g., 8 hours).

ARTICLE 19

MATERNITY, PARENTAL AND FAMILY LEAVE

Section One. Maternity Leave. The period of time in which an employee is unable to perform the requirements of their job due to pregnancy, childbirth, abortion or miscarriage will be charged to any accrued sick leave and may be charged to any other accrued leave upon the exhaustion of accrued sick leave. After the period of paid leave, an employee who remains disabled may request a

medical leave of absence to the extent provided by existing statutes and regulations, as they may be amended.

Section Two. The granting of requests for parental leave or family leave shall be governed by C.G.S. Section 5-248a (and any amendments) and the appurtenant regulations.

**ARTICLE 20
COURT AND JURY LEAVE**

Any employee who is summoned to court to perform jury duty or who is subpoenaed to attend court hearings to testify in matters in which he/she has no personal or pecuniary interest shall suffer no loss of salary thereby, provided that he/she provides the Board with a copy of the summons or subpoena and remits to the Board any sums of money received in compensation for such duty or attendance as a witness.

**ARTICLE 21
MILITARY LEAVE**

An employee who enters military service or fulfills reserve duty obligations shall be reinstated to a position for which he/she is qualified at a salary to which he/she would have been entitled had the period of employment not been interrupted by such military service to the extent required by state and federal law.

**ARTICLE 22
RETIREMENT AND INSURANCE**

The terms and conditions of employee retirement and health care benefits have been negotiated separately by the State and the Unions and shall continue under the terms of those agreements.

**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.

**ARTICLE 24
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 25
SUPERSEDEANCE**

The inclusion of language in this Agreement concerning matters formerly governed by law or regulation shall not be deemed a preemption of the entire subject matter. Accordingly, those matters governed by law or regulation shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedeance Appendix to this Agreement or where, by necessary implication, no other construction is tenable.

**ARTICLE 26 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 27
MISCELLANEOUS**

Section One. There shall be a Labor Management Committee that shall consist of two members designated by the Union and two members designated by the College. The Committee shall meet by mutual agreement to discuss a particular topic or agenda. The matters which may be discussed can include, but are not limited to, flexible work schedules, safety and health issues, and other areas of concern to the Union or to the College. The committee members shall be released from work without loss of pay for time spent at committee meetings during the employee's scheduled workday. The Committee shall have no authority to negotiate agreements but may exchange letters of understanding that are not in conflict with the terms of this Agreement and/or do not require legislative approval.

Section Two. Any change in or discontinuation of an unwritten past practice concerning wages, hours or other conditions of employment not covered by this Agreement shall be subject to a test of reasonableness:

- (a) whether or not there is in fact a valid current past practice in effect; and
- (b) the reasonableness of the change or discontinuation may be submitted to the Labor Management Committee for final resolution and shall not be arbitrable.

Section Three. Notice of Resignation. An employee who fails to provide at least three weeks' notice of resignation shall have the separation recorded as "not in good standing", which may be communicated in response to any request for employment verification or employment references. The provisions of this Section may be waived by the President if he/she determines that there were extenuating circumstances that justified the insufficient notice.

Section Four. The College and the Union shall continue to cooperate in developing experimental programs to determine the feasibility of establishing alternative work schedules such as flextime. Implementation of such experimental programs shall be by mutual agreement between the State and the Union. Implementation, evaluation, and continuation of flextime programs shall be a subject for the Labor Management Committee. The Labor Management Committee may also recommend changes to the Board's telecommuting policy.

Section Five. Information Technology & Emergency On-Call Assignments.

(a) The College will annually identify staff who agree to be available outside the standard workday to handle emergencies. The staff shall be selected based on the operational support needs of the College and the employees' experience and skills. If there are more volunteers with substantially similar skill and ability than are needed, the more senior will be selected. Identified employees will receive an annual stipend of \$2,100 for this service to be divided into equal payments and paid on a biweekly basis for those pay periods when the employees are assigned to provide this service. If the employee is sick for more than five days in a pay period or is on leave for more than five days in a pay period, other than vacation or personal leave, no payment will be made for that pay period.

(b) The College will provide to the identified emergency service team employees a College purchased communication device, which will allow these employees to coordinate solutions to problems. Employees choosing to utilize their personal cellular communication device to remain on-

call, with the permission of the College President or designee, are eligible to be reimbursed \$70 per month to cover service costs, fees and hardware associated with the device.

(c) To assure appropriate coverage, the employees' vacation requests will be scheduled so that overlapping vacation time will be avoided.

(d) Emergency staff will be trained on how to coordinate staff resources, non-emergency help and off site assistance.

(e) If employees are required to spend more than two, non-scheduled hours in a pay period providing emergency services to correct a failure, they will be able to use a flex time schedule to accommodate the additional hours beyond the two hours or, if that is not possible, will be granted compensatory time for the additional hours beyond the two hours.

(f) This program shall be reviewed annually for mutual discussion of any problems or concerns.

ARTICLE 28 DURATION

This Agreement shall be effective July 1, 2021 and shall expire June 30, 2025.

On or after the date described in Connecticut General Statutes Section 5-276a(a), either party may request the other to negotiate a successor agreement by mailing such request to the other party, whereupon negotiations shall commence as soon as practicable.


Dated in Hartford, Connecticut, this 22nd day of April 2022.

IN WITNESS THEREOF, the parties hereby execute this Agreement:

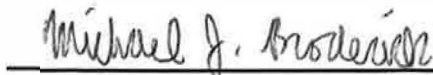
For the Union

 3/22/23

Neal Cunningham, Staff Representative
AFSCME Council 4




Paul Morganti, President
AFSCME Local 1214




Michael J. Broderick, Vice President
AFSCME Local 1214

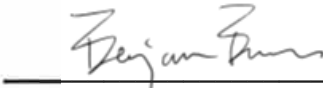
For the Board



Terrence Cheng, President
Board of Regents for Higher Education
Connecticut State Colleges and Universities



Ed Klonoski, President
Charter Oak State College



Benjamin Barnes, Chief Financial Officer
Board of Regents for Higher Education
Connecticut State Colleges and Universities

Bargaining Committee for the Union

Neal Cunningham

Chief Negotiator
AFSCME Council 4

Paul Morganti

President, Local 1214 AFSCME Council 4

Michael Broderick

Vice President, Local 1214 AFSCME Council 4

Sarah Ellis

Executive Board Trustee, Local 1214 AFSCME Council 4

Bargaining Committee for the Board

Benjamin Barnes

Chief Negotiator
Chief Financial Officer, CSCU

Ed Klonoski

President, COSC

Dean Dello Iacono

Director of Labor Relations, CSCU

**Guidelines for College Employees to Enroll
in Charter Oak Courses**
(effective January 12, 2010; revised April 22,2022)

Five employees per semester (fall, spring, and summer) may pursue COSC courses and will be accepted into the Employee Benefit program by lottery. Members shall be allowed to register for COSC courses on a space available basis provided that such coursework does not interfere with the member's employment obligations. The tuition, student services fee, and technology fee for courses undertaken shall be waived for all members of the bargaining unit.

- 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 is available on a space available basis to be determined by the Provost.
- 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 Provost.

CHARTER OAK STATE COLLEGE
Guidelines and Procedures for the Disbursement of Union
Professional Development Funds
July 1, 2021 – June 30, 2025

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 from the Professional Development Fund in accordance with Standard State Travel Regulations and agency policy, unless partial funding is agreed upon between the employee and the College 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 the cost of two courses per contract year. 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 Controller's Office to ensure funds are available. The Controller's Office will subsequently send it to the President for approval. The Controller's Office 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 by the Controller's Office. (Successful completion is a grade of "C" or better.)
6. Staff is requested to notify the Controller's Office 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 \$2,000 for professional development or the cost of two courses at regionally accredited institutions of higher education 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 College 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 Controller's Office no later than seven calendar days upon return. A copy of the worksheet and TA should be included as backup for the reimbursement.

Charter Oak State College
Application for Tuition Reimbursement
(revised 4/22/2022)

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 \$ _____

I certify that I am familiar with the regulations for tuition reimbursement and will comply with them.

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 _____

I have reviewed the professional development 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 _____

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.
- **Five** employees per semester (fall, spring, and summer, for a total of **15** 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 Bursar's 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 Bursar's 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.