

Collective Bargaining Agreement

between

State University Organization
of Administrative Faculty
AFSCME – Council 4 – Local 2836

and

Board of Trustees for
Connecticut State University System

July 1, 2007 – June 30, 2011



Connecticut State University System
Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University

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PREAMBLE

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

AGREEMENT

This Agreement is made and entered into this first day of July 2007 by and between the Connecticut State University Organization of Administrative Faculty, AFSCME, Council 4, Local 2836 AFL-CIO (designated as an employee organization by CGS 5-270 to 5-280 and hereinafter referred to as "SUOAF-AFSCME"), the Board of Trustees of the Connecticut State University (designated as an employer by CGS 5-270 to 5-280 and hereinafter referred to as the "Board"), and the State of Connecticut.

ARTICLE 1 — DEFINITIONS

1.1 Board

(Also called "Employer") The Board of Trustees for the Connecticut State University.

1.2 The Connecticut State University

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

1.2.1 Chancellor

The Chancellor of the Connecticut State University System.

1.2.2 President

The Presidents of each of the Universities, both individually and collectively.

1.2.3 President/Chancellor

The President/Chancellor refers to the President at each University, and the Chancellor at the System Office, as appropriate.

1.3 Management

The Board, its executive officers and executive staff, including but not limited to the Chancellor, Presidents, Provosts, Vice Presidents, Deans, and all such other management personnel of the Connecticut State University, as defined in CGS 5-270 to 5-280. The term does not include bargaining unit members as defined in CGS 5-270 to 5-280 or bargaining unit members as defined in Article 1.6.

1.3.1 Chief Human Resources Officer

The presidential designee identified as being charged with overall administration of human resources and labor relations under this Agreement.

1.4 Bargaining Unit

The bargaining unit representing the administrative faculty members of the Connecticut State University as described in Article 2 of this Agreement.

1.5 State University Organization of Administrative Faculty – American Federation of State, County, and Municipal Employees, Council 4

(Also called “SUOAF-AFSCME” or “union”) The exclusive representative of employees in the bargaining unit pursuant to certification by the Connecticut State Board of Labor Relations.

1.6 Administrative Faculty Members

Also called “members” and “members of the bargaining unit” Unless expressly specified otherwise, these terms are interchangeable and shall refer to the following employees of the Connecticut State University: those members of the bargaining unit who are regularly assigned twenty (20) or more hours per week in an administrative capacity.

1.7 Calendar

1.7.1 Fiscal Year/Contract Year

The twelve (12) consecutive months beginning July 1 and ending the following June 30.

1.7.2 Academic Year

That period beginning on the first day of the academic year designated by the Board and ending on the last day of the same, inclusive.

1.7.3 Twelve (12) Month Year

That work period specified for administrative faculty covering 261 consecutive work days, inclusive of paid holidays.

1.7.4 Ten (10) Month Year

That work period specified for administrative faculty covering 217 consecutive work days, inclusive of paid holidays.

1.8 Years of Service

The cumulative number of administrative and/or academic years of service at the Connecticut State University.

For academic credit toward years of service, service for one-half (1/2) of a semester but less than a full semester shall be considered one-half (1/2) of an academic year's service.

For administrative credit, a year of service shall equal one full year of employment commencing with the member's effective starting date under any bargaining unit appointment described in Articles 13 and 15.

Unless otherwise specified in this Agreement, service need not be consecutive to retain credit for "years of service." For full-time employees only, time spent on any sabbatical leave shall be deemed "service"; time spent on any other paid leave of absence shall be deemed "service" on a pro-rated basis.

1.9 Rules of Construction**1.9.1 Gender and Number**

The masculine and feminine gender import one another, and the singular shall include the plural whenever applicable or necessary for proper construction.

1.9.2 Application of Agreement

All provisions of this Agreement shall uniformly apply to all members of the bargaining unit unless specified otherwise.

1.9.3 Headings

Headings and captions are used in this Agreement for purposes of convenience only and do not carry substantive meaning.

1.10 Agreement

Synonymous with contract.

ARTICLE 2 — RECOGNITION OF SUOAF-AFSCME

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

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

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

ARTICLE 3 — NON-DISCRIMINATION

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

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

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

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

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

When direct continuing support for obtaining credentials/qualifications is provided to appointees, it shall be part of individual agreements prescribing the support accepted by the appointee and specifying that the appointee will remain with CSU for an appropriate interval after the support has ended. Such agreements shall require the approval of the

university President/Chancellor. The existence or substance of a mentoring agreement is not to be considered in an appointee's evaluation pursuant to Article 19.

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

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

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

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

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

The Board of Trustees and its management officials within the Connecticut State University acknowledge that SUOAF-AFSCME's obligation to represent its employees will not be subject to interference, restraint, or coercion.

ARTICLE 4 — RIGHTS AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES

It is recognized by the parties that pursuant to Section 10a-89 of the General Statutes, the Board of Trustees is the State agency solely responsible for overseeing the administration of the State University, including its maintenance, operation, and the administration and allocation of all authorized appropriations.

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

ARTICLE 5 — UNION RIGHTS

5.1 Employees shall have the right to join and participate in, or to refrain from joining and participating in SUOAF-AFSCME. There shall be no discrimination, interference, restraint, or coercion by the Universities or SUOAF-AFSCME against any employee because of membership or non-membership in the Union. The Board further agrees that it will not restrict or impair the rights of the administrative faculty to bargain through its representatives on questions of wages, hours, and other conditions of employment, or to engage in other concerted activities for the purpose of collective bargaining.

5.1.1 The Board agrees to provide a copy of this Agreement to all new administrative faculty members and shall promptly notify the Union of all changes in the employment status of bargaining unit members and the reason for such changes.

5.2 The Board and the Union agree to furnish, upon written request, all information necessary to administer the Agreement or to prepare for collective bargaining. The request must generally describe the information required and the reason therefore. The Board or the Union must respond within seven (7) calendar days and must deliver the material within a reasonable time period. Any costs for the same shall be reimbursed by the requesting party at rates established by the State.

5.3 The Union shall have reasonable use of the University's duplicating, printing, mail, photographic, facsimile machine, food, and telephone services as well as physical facilities and audiovisual equipment provided that such use does not interfere with scheduled University activities and responsibilities. The direct cost for these services shall be reimbursed to the University through direct provision, replacement of supplies used, or by payment upon issue of a proper invoice.

5.3.1 Use of the computer when such use does not interfere with scheduled University activities shall be available to the Union at no cost provided that (1) the request is written, (2) the Union provides its own systems, programming, and supplies, (3) the University operates the equipment, and (4) the data so generated will be made available to the Board.

5.3.2 The Union shall indemnify the University for any negligent damage to equipment caused during its use by the Union.

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

5.5 Representatives of the Union shall be entitled to appear, upon request, before the Finance, Administration and Development Committee of the Board on matters related to terms and conditions of employment after submitting a brief written statement of their concerns and obtaining an approved agenda schedule.

Similarly, the Union shall be entitled to appear on the same basis and under the same conditions as other duly authorized faculty and/or student organizations before any appropriate Board committee.

5.6 The Board and SUOAF-AFSCME encourage periodic meetings between the Presidents of Central, Eastern, Southern and Western, respectively, and SUOAF-AFSCME Chapter Officers and similar meetings of the Chancellor of the Connecticut State University (or designee) and the Executive Officers of SUOAF-AFSCME. The purpose of these meetings shall be to discuss the overall relationship between the parties to this Agreement. The parties agree and understand that such meetings shall not be used for the purpose of negotiation.

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

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

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

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

ARTICLE 7 — UNION ACTIVITIES

7.1 Meetings

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

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

7.2 The SUOAF-AFSCME Local President shall be allowed an average of ten (10) hours of released time per week for the purpose of handling grievances, meeting with the Board, and carrying out other duties associated with the office. When the Local President is also the SUOAF-AFSCME Chapter President, he may reassign his six (6) campus hours to another individual with written notification of such reassignment to the University President. Additionally, when the Local and the Chapter President is the same person, the total amount of release time that the Local President may use is an average of fourteen (14) hours per week.

7.2.1 SUOAF-AFSCME Chapter Presidents shall each be granted an average of six (6) hours of released time per week for the purpose of conducting Union business as necessary. The Chapter President may distribute such hours to another member when conditions require and shall inform the Chief Human Resources Officer as soon as possible.

7.2.2 When using released time under this Article, Union officers shall provide prior notice, whenever possible, of the period of time they anticipate being absent from their normal duties. Such notification shall not restrict their right to attend union meetings.

7.3 The Board agrees to provide up to twenty (20) work days per contract year to enable SUOAF-AFSCME delegates to attend Union-

approved conventions or conferences. Such leave shall not be cumulative. The delegate must provide his immediate supervisor at least five (5) work days' written notice of the intent to take such leave.

ARTICLE 8 — ACADEMIC FREEDOM

8.1 The Board and SUOAF-AFSCME agree, members assigned teaching responsibilities which carry load credit or who engage in group instruction in informal settings (e.g., freshman orientation, leadership development training, etc.) shall be accorded academic freedom as the Board extends to members of the teaching faculty.

8.2 Academic Freedom Panel Within thirty (30) days of the effective date of this Agreement, the Board and SUOAF-AFSCME shall each name four (4) representatives (one from each university) to act on academic freedom complaints. Familiarity with academic freedom matters should be sought from appointees. The two members from each university shall constitute the Academic Freedom Panel for that university.

8.3 Procedure The following procedure shall constitute the sole and exclusive method for processing claims of violation of academic freedom:

8.3.1 Allegations of violation of academic freedom shall be framed with reasonable particularity, signed, dated and filed by the complainant with the two university members of the academic freedom panel within thirty (30) days of the incident giving rise to the allegations. The university panel members shall provide copies of the allegations and attachments to persons named as respondents to the complaint. The Panel shall investigate and mediate the complaint in order to affect a mutually acceptable resolution to the matter. Within thirty (30) days of receipt of the complaint, the Panel shall issue written findings and may offer a written recommendation to the complainant and the respondents. These parties shall have fifteen (15) days from receipt of the findings/recommendation of the Academic Freedom Panel to agree to any recommendation by so notifying the Panel in writing. If either party fails to agree, the complainant may initiate further action by forwarding the complaint within seven (7) additional days to the Local President and the Chancellor, or designee, who shall also receive a copy of the findings and any recommendations issued.

8.3.2 The SUOAF-AFSCME Local President and the Chancellor, or designee, shall jointly convene an Academic Freedom Committee within twenty-eight (28) days of receipt of the complaint and shall provide them with Panel findings and any recommendations. This Committee (normally of six individuals) shall consist of those individuals identified

above who are not employed at the University from which the allegation arises.

8.3.3 Prior to any hearing on the matter, the Committee shall consider the written complaint, and any recommendations from the Panel, without further information, to determine if the complaint is a subject matter appropriate to an academic freedom proceeding. If the panel finds it is not, by majority vote, it shall inform the conveners of the Committee and the complainant. The decision of the Committee is final and binding.

8.3.4 If the Committee finds the subject matter of the complaint appropriate for a hearing as to whether academic freedom has been violated, it shall schedule a hearing of the matter. The procedures governing the hearing shall be informal, and generally parallel the rules of the American Arbitration Association. At any point in the proceeding, the Committee may seek the advice of an expert drawn from the CSU community.

8.3.5 The Committee shall have the power to adjudicate substantive issues and to direct a remedy. A remedy may not be retroactive beyond the date of the incident that gave rise to the violation. The Committee's decision shall be final and binding on the parties. It shall be issued within sixty (60) days of the filing at the CSU level, unless an extension is ordered by the Committee with the consent of the conveners.

ARTICLE 9 —UNIVERSITY PARTICIPATION

9.1 While SUOAF-AFSCME as the elected bargaining agent retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for members of the bargaining unit and the Board of Trustees retains its legal rights to manage and direct the State University system, the parties recognize the desirability of a collegial governance system for the faculty in areas of academic or professional concern. It is desirable that the collegial system of governance be maintained and strengthened throughout the State University so that the faculty will have a mechanism and procedure for making recommendations to appropriate management officials. It is understood that the rights to freedom of debate and communication exercised in governance forums shall not impinge upon the rights of SUOAF-AFSCME nor upon the rights of the Board. Neither the Board nor the Union shall use the collegial governance system to unilaterally implement recommendations on any matter within the scope of collective bargaining or to implement any recommendation which impinges upon the rights of either party under this Agreement.

9.2 Both parties to this Agreement recognize and endorse the participation of the administrative faculty in the governance of the academic community. Administrative faculty members shall participate in university, systemwide, and professional activities as appropriate. Such participation shall include, but not be limited to, attendance at general faculty meetings, voting membership in the University senate, participation on search committees, and service as advisors to student organizations. Service as an advisor shall be considered within the "scope of employment" consistent with CGS 4-165.

9.3 When any Presidency in the State University System or the Chancellorship becomes vacant, the Board will consult with the administrative faculty in a manner it deems most appropriate.

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

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

- procedures detailing the channels of communication and decision making among individuals, departments, committees, and governing bodies;
- a complete and current copy of the University Senate bylaws and those of other University bodies.

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

ARTICLE 10 — ADMINISTRATIVE FACULTY RANKS, JOB DESCRIPTIONS, AND INTERNAL POSTINGS

10.1 A job description for every bargaining unit position shall be on file in the Human Resources Office. An individual's job description shall be available to him or to SUOAF-AFSCME upon request.

10.2 All positions within the bargaining unit shall be classified as Administrator I through Administrator VII. The Administrator I rank is comprised of two separate classifications: trainee or working level. This system of administrative faculty ranks shall remain in effect for the Contract term or until changed by mutual agreement.

10.2.1 Administrator I/Trainee Appointees to the trainee class will perform a variety of duties of increasing difficulty as skills are acquired during the course of the training program. Appointees shall be accountable for mastering the skills necessary to satisfactorily perform at a professional working level of a higher rank.

Appointment to this class is for a period not to exceed two (2) years. Individuals with the previous relevant experience may be advanced to the higher rank any time during the two-year period, as recommended by the appropriate supervisor.

10.2.2 Administrator I/ Working Level Appointees to the working-level class perform at a professional working level with duties confined to one functional area.

10.3 In cases where: (1) Management creates a new bargaining unit position; or (2) Management makes a major change to an existing job description, the Board will fulfill its statutory obligations by negotiating the impact of the new job description on wages, hours, and other conditions of employment where such are not already prescribed by this Agreement.

10.4 For purposes of this Article,

- **“Promotion”** shall mean a change of a member from one bargaining unit rank to a higher rank.
- **“Reclassification”** shall mean any major change in duties responsibilities, and/or rank affecting an incumbent in his position.

10.4.1 As opportunities occur in the bargaining unit, the Chief Human Resources Officer shall provide electronic notice to all SUOAF Chapter

Presidents and designees and send an electronic notice to the Associate Vice Chancellor for Human Resources and Labor Relations and the other Chief Human Resources Officers. Each Chapter President shall be provided current mailing labels upon request and shall be responsible for university distribution of electronic or written notice. Failure to receive written or electronic notice shall not be grievable if the Chief Human Resources Officer has distributed the original notice as described above. Local member expressions of interest must be communicated to the designated Management Official within ten (10) work days of notification distributed by the Chief Human Resources Officer. Any bargaining unit member may participate in this process who has obtained employment within the bargaining unit through an affirmative action search. Such members may apply during an advertised, affirmative action search.

At the close of this period, the designated Management Official shall review and consider any and all requests from members interested in promotional opportunity. He shall then notify members in writing as to the disposition of their requests.

10.4.2 Failure to promote a bargaining unit member is not grievable.

10.5 When Management establishes a new position or reclassifies a filled bargaining unit position, the parties shall negotiate the appropriate rank. The parties shall have ten (10) working days from receipt of the job description by SUOAF to negotiate. Unresolved disputes shall be subject to the Grievance Procedure.

10.5.1 When Management promotes a bargaining unit member or reclassifies the member's position to a higher rank, Management, after consultation with the Union, shall increase the member's salary not less than six (6) percent and said member must be paid at least the minimum of the new rank.

10.5.2 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.

10.5.3 Management may offer a retention bonus to members whose skills bring special value to the University and when such skills are in high demand in the marketplace. The Chancellor or designee, after consultation with the Union, shall determine the amount of the bonus and when the bonus will be awarded to the eligible employee. Such

bonus shall not be added to the employee's salary base.

10.6 If the President/Chancellor of the University or his designee appoints or assigns a member to a temporarily vacated position or to another position while simultaneously covering his own duties, such appointment or assignment shall be made in advance in writing. Members not receiving advance written notice are not expected to assume additional duties. The following salary adjustment shall be made for the duration of the appointment or assignment. When such appointments or assignments exceed thirty (30) calendar days, the salary shall be at the beginning step of the higher rank (if applicable) or increased by 7.5 percent (7.5%), whichever is greater, commencing on the thirty-first (31st) day of the appointment or assignment and shall be retroactive to the first day of such temporary appointment or assignment. On the anniversary date of such temporary appointment or assignment, the member shall have his temporary salary increased by an additional 5 percent (5%).

No appointment or temporary assignment under this Article shall exceed two (2) years in duration, nor be followed by a succeeding temporary appointment until at least six (6) months have passed.

This article shall not be applicable as stated for situations where a member of the bargaining unit is required to cover the duties of a position at a lower rank that exists within the scope of a member's department. Such assignments will not exceed one year in duration but may be extended by mutual agreement.

Service in a higher rank under this Article shall not constitute permanent status in such rank.

ARTICLE 11 — VACANCIES

11.1 As vacancies occur in the bargaining unit not covered by Article 10, they shall be posted and filled according to affirmative action search procedures.

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

11.3 Whether or not a search committee is used to provide recommendations under this Article, input from the direct supervisor shall be included in any recommendation.

If a search committee is used to screen applicants for a bargaining unit position(s), at least one of its members will be appointed by the Union.

11.4 Failure to award a posted vacancy to a bargaining unit member is not grievable.

ARTICLE 12 — ADMINISTRATIVE FACULTY APPOINTMENTS

12.1 The President/Chancellor shall appoint members of the administrative faculty and report such appointments to the Board of Trustees. Before making such appointments, the President/Chancellor or designee shall consult appropriate administrative faculty member(s), designated by the Union, provide the Union with an opportunity to receive information and offer input regarding salary and prior system service credit, and notify the Union when such appointments are made.

The letter of appointment shall contain:

- beginning and ending dates of appointment;
- class (full-time, part-time);
- rank and salary;
- special conditions of employment;
- title of immediate supervisor/evaluator;
- a statement of the nature of the appointment (temporary, term, etc.) and appropriate notice provisions.

In addition, a copy of the position description shall be enclosed.

Provisions of this Section are not grievable.

12.2 Various educational and experiential qualifications are listed in the official job description for each position. When Management establishes or modifies a bargaining unit position, it shall list on the official job description required qualifications. The parties shall continue to strive for agreement in the development of job description contents. These qualifications are not designed to bar appointment of persons who have demonstrated unusual ability and promise. In such cases, the President/Chancellor may waive listed qualifications.

ARTICLE 13 — TEMPORARY AND TERM ADMINISTRATIVE FACULTY APPOINTMENTS

13.1 Temporary Appointments

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

On and after July 1, 1994, new members on grant-funded initial and subsequent appointments may be reappointed at the discretion of the university. Such appointments shall carry no expectation of renewal or service eligibility for continuing appointment. Notwithstanding the above, if the university makes the position permanent and decides to appoint the member, all prior service shall be counted toward continuing appointment eligibility.

13.1.1 Temporary positions may be established for (1) a specific terminal and/or grant-funded project, (2) the purpose of relieving employees who are absent due to leaves with or without pay, or (3) meeting the University's staffing problems as occasioned by terminations, increased work loads, or other temporary conditions. In no case shall a term-appointed faculty member or a faculty member with continuing appointment temporarily assuming other duties as in Article 10.6 be considered a “temporary” employee of the University.

13.1.2 Temporary appointments of any nature which are part of the bargaining unit shall be made only after consulting the SUOAF-AFSCME Chapter President at the respective University.

13.1.3 Non-renewal of temporary appointments may not be contested under the grievance procedure.

13.1.4 When and if a temporary employee receives a term appointment, this service under a temporary appointment shall be credited toward his years of service. A recommendation as to appropriate salary level shall be solicited from SUOAF prior to setting the salary.

13.2 Term Appointments

Term appointments shall be given to all administrative faculty members except those holding temporary or continuing appointments. Initial term appointments shall be made by the President/Chancellor in writing as specified in Article 12 and reported to the Board of Trustees. Subsequent term appointments may be made by the University President/Chancellor in conformity with the schedule set forth herein.

13.2.1 Initial term appointments shall be for one (1) year. Subsequent term appointments shall be made for not less than one (1) year nor more than three (3) years through the member's sixth (6th) year of service.

13.2.2 Service rendered under a term appointment shall be counted toward a continuing appointment.

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

14.1 All administrative faculty members holding term appointments shall be renewed for service unless proper non-renewal notice is given.

14.2 Written notice of non-renewal of term appointments shall be given as follows. Employees in their first (1st) year of service shall receive notice three (3) months prior to the contract's expiration. Employees in their second (2nd) year of service shall receive notice six (6) months prior to the contract's expiration. Employees in their third (3rd) and succeeding years of service shall receive notice twelve (12) months prior to the contract's expiration.

14.3 Personal delivery of written notices of non-renewal or certified mailing of the same to the administrative faculty member's last recorded residence shall constitute effective notification. Comments on an evaluation form do not constitute appropriate written notice under this Article.

14.4 Failure to provide written notice of non-renewal according to the schedule set forth herein is equivalent to reappointment or, at the end of the sixth (6th) year of service, the granting of a continuing appointment.

14.5 Failure to renew a term appointment is grievable to Step 2 of the grievance procedure and may be carried further by mutual agreement only.

ARTICLE 15 — CONTINUING APPOINTMENT

15.1 Definition

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

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

15.2 Eligibility

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

The determination to grant or to deny continuing appointment shall be made no later than the end of the administrative faculty member's sixth (6th) year of full-time service at the University. If continuing appointment is granted, the administrative faculty member will receive such by the end of his seventh year of full-time service at the University. If continuing appointment is denied, the faculty member holding a term appointment shall be timely notified of his non-renewal. Failure to give notice of non-reappointment by the end of the sixth (6th) year of employment under a term contract constitutes the awarding of continuing appointment.

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

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

15.2.2 Resignation from the University terminates the term appointment period applicable toward continuing appointment. An administrative faculty member returning to the University after a

resignation, however, may request credit toward continuing appointment for his prior service.

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

15.3 Basis for Awarding Continuing Appointment

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

- (1) demonstrated knowledge of and effective application of professional skills in the field worked;
- (2) willingness and ability to work constructively with students, University personnel, and the general public;
- (3) quality of participation and professional judgment in University and/or systemwide activities, including committee work and/or advisory service to student and professional colleagues, and similar contributions;
- (4) activities demonstrating professional growth and achievement;
- (5) promise of continued professional growth.

15.4 Denial of a continuing appointment is grievable to Step 2 of the grievance procedure and may be carried forward by mutual agreement only.

15.5 Continuing appointment decisions are made after evaluating a person's performance on a specific campus and giving thoughtful consideration to his ability to advance the goals of the campus involved. Consequently, a continuing appointment is granted in the administrative faculty of a particular University. Nothing in this Agreement shall prevent the transfer of a member's continuing appointment rights in one University of the system to another if the receiving University consents to do so.

15.6 Persons promoted to Management or Confidential Professional unclassified positions, who have previously earned a continuing appointment at a lower rank in the bargaining unit retain the right to return to the lower rank and to again take up their continuing appointment for a period of three (3) years from the date of promotion. Former SUOAF members promoted into and holding Management or Confidential Professional unclassified positions prior to July 1, 2001, retain their return rights. No return shall cause the removal of a current bargaining unit member from his position.

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

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

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

ARTICLE 16 — WORKLOAD

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

16.2 Compensatory Time

Administrative faculty positions often require work beyond the minimum work week of thirty-five (35) hours. Compensatory time for extended hours of work on a workday or work on a legal holiday, a Saturday or a Sunday may be accrued only upon the approval of the first appropriate manager outside of the bargaining unit. Members shall be eligible for compensatory time on an hour for hour basis if the member is directed to work on a legal holiday. In addition, members shall be eligible for compensatory time on an hour for hour basis when the member is directed to work on a Saturday or Sunday, or extended hours on a workday, only after working forty (40) hours in a week. Such compensatory time shall be earned at the closest half hour increment.

No member shall accrue more than ten (10) days of compensatory time. The Chief Human Resources Officer on each campus may authorize additional short-term accruals of fifteen (15) days, for a total of twenty-five (25) days, in special emergencies. Annually, on August 15, any outstanding compensatory time balances shall be reduced to zero (0) for each member except that compensatory time earned between June 1 and August 15 may be used until the following January 15.

Upon separation of the employee from the University, all accumulated compensatory time shall be paid to the member/estate as promptly as possible.

16.3 Work Schedule Change

When Management makes significant changes in a full-time member's schedule on a long-term basis, it shall negotiate the impact of such changes with the Union and the member.

16.4 Teaching Assignment

Outside of normal job responsibilities, when a member is assigned by Management to teach in an academic department, his administrative workload shall be adjusted according to the following ratio: the number of credit hours taught per week divided by the length of the semester in weeks. Instructional activities shall be coordinated with the department and/or division members involved.

16.5 Special Projects

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 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.

When the President/Chancellor or his designee determines 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 and approved by the University Chief Human Resources Officer and the Local SUOAF-AFSCME President or designee. Implementation of special project arrangements require the approval of the Associate Vice Chancellor for Human Resources and Labor Relations or designee.

16.6 Outside Employment

The primary responsibility of full-time administrative faculty members is to the University. A member may undertake outside employment, including teaching at any of the Connecticut State Universities, provided that such employment does not interfere with his professional responsibilities.

ARTICLE 17 — WORKING CONDITIONS

17.1 The Employer shall provide and maintain a safe and healthy place of employment and work environment.

17.2 In order to safeguard the health, safety, and security of all personnel, students, and the public, the parties shall make every effort to attain and maintain standards prescribed and recommended in appropriate local, State, and Federal ordinances and guidelines.

17.3 Whenever a member observes a condition which he feels represents a violation of appropriate safety or health rules and regulations or which is an unreasonable hazard to persons or property, the member shall report such observations to the appropriate supervisor and the Chief Human Resources Officer. The Chief Human Resources Officer shall make a determination as to whether the employee's work location shall be changed. If an immediate danger to the health and/or safety of the member is present, a decision to change the work location shall not be unreasonably withheld.

17.4 Parking

The University shall continue to provide parking facilities at no expense to members.

17.5 Keys

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

17.6 Closing/Delayed Opening

When any condition forces the closing or interruption of normal University operations, the President or his designee shall provide notice of such condition as soon as possible to the administrative faculty. Employee health and safety shall be a consideration in the President's decision to curtail or to delay University operations.

If the President officially closes the University, administrative faculty members shall not report for work. If the President issues a delayed opening of the University, administrative faculty members shall report to work at the designated time. When classes are cancelled, members are expected to report on the same basis as other non-instructional

personnel. However, when an employee reasonably believes that he is unable to come to work because of hazardous driving conditions, he shall charge the absence to personal or vacation time and shall make every reasonable effort to contact the supervisor. In any of these situations, it is understood that essential personnel may still be called to work.

17.7 Supervisor Change

Bargaining unit members shall be notified in writing of a change in the immediate supervisor.

ARTICLE 18 — PERSONNEL FILES

18.1 The University shall maintain only one (1) official personnel file for each administrative faculty member in a secure place designated by the President/Chancellor. Copies of all collective bargaining agreements covering SUOAF-AFSCME shall be kept on file and available in close proximity to the personnel files. Under no circumstances shall the official personnel file be removed from this location. The Employer may maintain members' payroll records in another office.

18.2 Except as otherwise provided, materials in the personnel files shall be confidential. Access to the personnel file by individuals other than the member concerned shall be conducted in the presence of someone in authority in the file office in accordance with applicable State and Federal statutes. Except for the member concerned, the President/Chancellor or his designee(s), and SUOAF-AFSCME representatives, who are authorized to process a grievance, no one shall have access to the official personnel file without the member's written approval. When individuals other than the President/Chancellor or Chief Human Resources Officer (or equivalent) and their immediate staff members peruse the file, notations shall be made on the face of the folder as to name, date, and reason for the perusal.

The entire contents of personnel files shall be considered private and may not be opened to any outside scrutiny except when ordered by a court of law.

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

- application for employment;
- non-confidential letters of recommendation relevant to said application;
- official transcripts of college work;
- appropriate resumes;
- records of the employee's work history;
- documents which are part of the evaluation process, including recommendations concerning the member's professional performance;
- name of evaluator and period being evaluated;

- records relating to the faculty member's professional achievements including records of courses taught,
- publications, committee-work, reports, or any material or information considered germane to the employee's career;
- documents relating to merit promotion, continuing appointment;
- payroll records (which may be kept as a separate file);
- records of all personnel actions;
- official correspondence related to the employee's work activities;
- materials added by the faculty member as he believes necessary to reasonably represent his record.

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

18.4.1 All file material shall be dated upon receipt.

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

18.4.3 A member may contest through Step 3 of the grievance procedure the inclusion of any material whose accuracy, completeness, or relevance is questionable.

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

representatives shall have the right to copies of such materials at no expense.

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

ARTICLE 19 — ADMINISTRATIVE FACULTY EVALUATION

19.1 Evaluation of the professional activities of the administrative faculty in the State University improves the quality of the learning environment by assessing an employee's contributions to it and by encouraging that person to grow and develop as a professional educator. The purpose of such confidential, written evaluations shall be to identify an employee's strengths and/or weaknesses as a faculty member on a continuing basis and to assist the employee in delivering quality professional service. These evaluations may form a cumulative record for personnel decisions. The parties agree, prior to award of a continuing appointment, positive evaluations do not ensure renewal of appointment.

19.2 Evaluations shall be prepared by the immediate supervisor on forms designed for such purpose (see Appendix C). The evaluation shall assess total employee performance based upon observable data, productivity, and projected growth potential. The evaluation instrument shall take into account, as appropriate, the following criteria:

- (1) demonstrated knowledge of and effective application of professional skills in the field worked;
- (2) willingness and ability to work constructively with students, University personnel, and the general public;
- (3) quality of participation and professional judgment in University and/or systemwide activities including committee work and/or advisory service to students and professional colleagues, and similar contributions;
- (4) activities demonstrating professional growth and achievement;
- (5) promise of continued professional growth.

Each of the five categories of accomplishment shall be rated as follows: unsatisfactory, satisfactory, good, or excellent. In addition, an overall rating of job performance, using the same scale, will be given. If the overall rating is unsatisfactory or excellent, a narrative statement shall be included to support such rating.

19.3 Procedures

The following procedures for conducting administrative faculty evaluations shall apply.

19.3.1 Prior to issuing an evaluation to a bargaining unit member, the member and his line supervisor shall discuss matters pertaining to it.

In completing evaluations, supervisors may consult with other individuals regarding a member's performance.

19.3.2 The evaluation shall be in writing and the complete document shall be reviewed and discussed by the employee and his supervisor prior to signature by the employee and before it leaves the department or area.

19.3.3 The evaluation must be signed by the evaluator and by the member. Such signature by the latter does not constitute agreement with the contents of the evaluation. At this point, a copy of the evaluation shall be made available to the employee.

19.3.4 The signed copies of the evaluation shall be sent to the University Dean or Vice President responsible for the area. Where the Dean or Vice President is the faculty member's supervisor, this step shall be eliminated.

19.3.5 The Dean or Vice President shall also sign the document(s) indicating his review. He shall then forward the evaluation to the President/Chancellor or designee for review and placement in the personnel file. Upon completion of review and acknowledgment, a final copy of the evaluation shall be remitted to the member.

19.3.6 Within ten (10) work days of the receipt of a supervisory evaluation pursuant to 19.3.3, a member may provide a written comment regarding its contents. Such written comment shall be forwarded in triplicate to the supervisor, the Dean or Vice President, and the President/Chancellor. The employee's comments shall be placed in the member's personnel file, appended to the evaluation.

19.3.7 Union officials shall have access to an evaluation when such is the subject of a grievance.

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

19.4 Schedule

The following time schedule for evaluation shall apply. All administrative faculty members without a continuing appointment shall be evaluated each year on or before December 1 and on or before June 1.

Such evaluations will not be submitted until a member has completed at least three (3) months of service. When appropriate, evaluations of term appointed members shall include a recommendation on renewal or continuing appointment.

Members on continuing appointment shall be evaluated biennially on or before June 1, unless the most recent evaluation was unsatisfactory, in which case the member shall be evaluated annually.

19.5 Unsatisfactory evaluations are grievable to arbitration. Annual ratings of unsatisfactory result in no pay increase for the incumbent.

ARTICLE 20 — DISCIPLINE

20.1 Discipline of a member under this Article may include any written reprimand, demotion, suspension with or without pay, or dismissal from service. The Board subscribes to the principles of progressive discipline. No disciplinary action shall be instituted against any bargaining unit member without just cause. Any disciplinary action shall be predicated upon written charges related directly and substantially to the alleged unsuitability of the member to discharge his professional responsibilities. Discipline shall not be used to restrain members in the exercise of academic freedom or other rights of citizens.

20.2 When Management has reason to believe an incident(s) has occurred which might serve as grounds for discipline, it shall investigate prior to the application of Section 20.3 below. Interviews with the employee and others may be conducted during any such investigation. Before such interview occurs, the member shall be advised of his right to Union representation and shall acknowledge in writing that he has been given such opportunity. If the individual refuses to make such written acknowledgment, Management shall notify the Union prior to the meeting.

20.2.1 In cases where the President/Chancellor believes that an employee's presence on campus may endanger himself or others, the employee may be placed on a paid leave pending completion of the above process.

20.3 Prior to imposing any disciplinary action, the appropriate Management official shall meet with the member who shall be given the opportunity to be accompanied by a Union representative. The member shall acknowledge in writing that he has been given the opportunity to be accompanied by the Union representative. If the individual refuses to make such written acknowledgment, Management shall notify the Union representative prior to the meeting. At this meeting, written charges shall be presented to the employee.

If the matter is not disposed of by mutual agreement at the meeting and the appropriate Management Official decides to impose discipline, he shall send a written statement of the charges and the disciplinary action to the member and the Union simultaneously.

20.3.1 Written Reprimand

A written reprimand shall carry the date, if any, of planned removal from the personnel file not to exceed twenty-four (24) months. If a reprimand is not removed from the member's personnel file pursuant to the Grievance Procedure, it shall be the employee's obligation to request such removal after the reprimand's expiration date, if any, has passed.

An evaluation shall not be construed as a written reprimand.

20.3.2 Abandonment

Members who both fail to meet their assigned duties and to report their absence for more than ten (10) consecutive work days may be deemed to have abandoned their employment absent extenuating circumstances.

20.3.3 An administrative faculty member may grieve any suspension, demotion, or dismissal beginning at Step 2 of the grievance procedure.

20.4 If a disciplinary grievance proceeds through arbitration, the arbitrator may:

- (1) approve the disciplinary action imposed by the University;
- (2) reduce or modify such penalty as appropriate under the circumstances;
- (3) eliminate the penalty with a purging of the record and restoration of all pay and benefits.

ARTICLE 21 — GRIEVANCE PROCEDURE

21.1 Procedural Guarantees

21.1.1 An administrative faculty member shall have the right to present grievances in accordance with these procedures without fear of coercion, interference, restraint, discrimination, or reprisal. Information pertaining to a grievance shall be considered privileged and subject to dissemination only among parties of interest.

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

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

21.2 Definitions

21.2.1 Grievance

A difference or dispute arising from the application or interpretation of this Agreement.

21.2.2 Discretionary decisions by Management regarding the granting of personal leave, professional leaves, leaves without pay, and sabbatical leaves, shall be subject to the grievance procedure through Step 2 and may be carried further by mutual agreement.

21.2.3 Grievant

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

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

21.3 Procedure for Handling Grievances

21.3.1 Grievance Forms

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

21.3.2 Submission of Grievance Forms

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

21.3.3 Preparation of Grievances

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

21.3.4 Rights of SUOAF-AFSCME

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

Whether or not the employee chooses to be represented by the Union, a SUOAF-AFSCME representative shall be present at all stages of the grievance procedure.

21.3.5 Time Limits

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

21.3.6 Expedition of Grievances

The Union shall have the right to present grievances of a general nature at Step 2 (University level) or at Step 3 (Board level).

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

21.4 Steps in the Grievance Procedure

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

21.4.1 Step 1— Dean/Vice President

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

21.4.2 Step 2 — University President/Chancellor

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

Union.

21.4.3 Step 3 — Board of Trustees

Within ten (10) work days of the Step 2 written answer, the SUOAF-AFSCME representative shall present the unresolved grievance to the appropriate Board of Trustees officer or his designee. Upon receipt of the grievance, the Board officer or his/her designee shall promptly arrange a meeting to discuss the grievance with the grievant and with the SUOAF-AFSCME representative.

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

21.4.4 Step 4 — Arbitration

If the grievance is not satisfactorily adjusted at Step 3, the grievance may be submitted to binding arbitration by, and only by, the Union. The arbitration process may be initiated by filing a written request for arbitration to the American Arbitration Association, with notice to the Board of Trustees, within thirty (30) work days of the receipt of the written answer rendered at Step 3. Within five (5) work days of the receipt of the arbitration request, the representatives of the Board and the Union shall meet to attempt to select a mutually agreeable arbitrator from lists of available arbitrators furnished by the AAA. If the foregoing does not result in the designation of a mutually acceptable arbitrator, the following procedure shall be used to make the final selection.

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

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

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

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

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

21.4.4.4 If any issue of arbitrability is to be raised at arbitration, the issue must have been raised at Step 3. The party raising arbitrability shall notify the opposing party in writing of such an issue and the rationale shall be included in such notice. Subsequent hearing of the Step 3 grievance shall not be deemed waiver of the arbitrability issue.

ARTICLE 22 — PROFESSIONAL GROWTH

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

22.2 Course Privileges

22.2.1 Subject to the approval of the receiving Connecticut State University, administrative faculty members shall be allowed to register for courses on a space available basis provided that such coursework does not interfere with the member's employment obligations. The tuition, University General Fee and State University Fee for courses undertaken shall be waived for all members of the bargaining unit.

The parties agree to participate in continuing efforts to access courses and programs offered by other Connecticut institutions of higher education on a tuition-free basis.

22.2.2 Emeritus members, as well as spouses and unmarried children under the age of 25, of bargaining unit members may take courses on a space available basis without paying tuition and the State University Fee at any University within the system.

22.3 Organizational Memberships

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

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

22.4 Workshops and Other Activities

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

22.5 Licensing Fees

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

22.6 Professional Development Funds

In addition to funds budgeted normally for such purposes, the sum of \$25,000 shall be available annually for the purpose of funding professional development activities for members of the bargaining unit. The Board shall have full and final authority to allocate and authorize expenditure of this sum under the authority of the Chief Human Resources Officer on each university and the Chancellor, or designee, in the System Office. No one individual shall receive more than \$750 in a contract year. Expenses of members required to travel on University business shall not be charged to this fund. Funds appropriated in one fiscal year and not expended shall carry over into the next fiscal year. Decisions concerning allocation and expenditure of said funds shall not be grievable.

ARTICLE 23 — PROFESSIONAL TRAVEL

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

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

23.3 A member who uses his personal vehicle for travel shall be reimbursed for mileage at the standard GSA rate. Out-of-pocket expenses for other costs incurred shall also be at the GSA rate per day.

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

23.5 A member traveling out-of-state on university business shall be provided with a cash advance if such is requested. Such requests shall not be unreasonably denied. At the conclusion of the trip, the member shall submit the proper vouchers or receipts to justify his advance. If the advance taken was less than justified, the member shall be reimbursed for his out-of-pocket expenses within thirty (30) days of filing the required expense report. If the advance taken was more than justified, the member shall reimburse the agency promptly upon his/her return.

23.6 Members shall be able to purchase their own airline tickets and make their own travel arrangements when such arrangements are less expensive than can be secured through the state's vendor(s).

ARTICLE 24 — LEAVES WITH PAY

24.1 Personal Leave

In addition to annual vacation, the Board of Trustees shall grant each full-time administrative faculty member up to three (3) days of personal leave with pay in each calendar year. Such leave shall be for the purpose of carrying out important personal matters, including the observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Religious leave in excess of the three (3) personal days may be taken without loss of pay if the immediate supervisor is satisfied that the member's responsibilities will be met. 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.

24.2 Sick Leave and Sick Leave Bank

24.2.1 Sick Leave

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

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

Sick leave shall accrue for the first twelve (12) months in which a member is receiving workers' compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

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

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

24.2.4 Each administrative faculty member who retires shall be compensated, effective as of the retirement date, at the rate of one-fourth ($\frac{1}{4}$) of his daily salary for each day of sick leave accrued to his credit as of his last day on the active payroll to a maximum equivalent of sixty (60) days' pay. Such payment shall not be included in computing retirement income.

An employee who leaves the University shall retain accrued sick leave to his credit provided he returns to the employ of the Board on a permanent basis within one year.

24.2.5 Upon death of a member who has completed ten (10) years of state service, the Board shall pay to the beneficiary one-fourth ($\frac{1}{4}$) of the deceased member's daily salary for each day of sick leave accrued to

his credit as of his last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay.

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

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

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

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

24.2.10 Sick Leave Bank

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

24.2.10.1 When a member has a catastrophic and/or extended illness which has exhausted his sick leave, and has subsequently used up to a maximum of thirty (30) days of vacation time (if accumulated)

immediately preceding eligibility for the sick leave bank, a request for use of the bank may be made to the local Chief Human Resources Officer who shall forward the application to the Sick Leave Bank Committee.

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

24.2.10.3 The initial granting of sick leave by the Committee to an eligible member shall not exceed thirty (30) work days. Upon completion of the thirty (30) work day period, the period of entitlement may be extended by the Committee upon the applicant's demonstration of need.

Members of the bargaining unit hired before July 1, 2001, and not participating in the Alternate Retirement Plan, shall have the option of choosing participation in either of the sick leave bank provisions outlined in sections 24.2.10.4 or 24.2.10.5. Said members shall exercise this option prior to October 1, 2001.

24.2.10.4 Members of the bargaining unit hired before July 1, 2001, and not participating in the Alternate Retirement Plan, may receive grants from the sick leave bank up to a total of 120 consecutive work days per occurrence.

24.2.10.5 Members participating in the Alternate Retirement Plan and/or members hired on or after July 1, 2001, may receive grants from the sick leave bank up to a total of 120 consecutive work days per occurrence, but no more than a lifetime total of 180 work days.

24.2.10.6 Members may donate vacation time to the sick leave bank for a particular member who has exceeded the 120 consecutive work day limit for an occurrence or for a member who has exceeded the 180 work day lifetime total.

24.2.10.7 Members exhausting their benefits under the sick leave bank

provisions are referred to Section 30.3.3 and other provisions of Article 30 for disability benefits for which they may be eligible.

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

24.3 Holidays

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

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday (Observed Friday preceding Washington's Birthday)	Columbus Day
Washington's Birthday	Thanksgiving Day and following Friday
Day of Prayer	Christmas Day
Memorial Day	

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

24.3.3 The President/Chancellor or his designee may require an employee to work on a holiday in which case the employee shall be granted compensatory time off in accordance with Article 16.2.

24.4 Vacations

24.4.1 After six (6) months of continuous employment at the University, full-time administrative faculty members employed on a 10-month basis are entitled to a total of 18.33 working days (128.333 working hours) of vacation accrued at the rate of 1.833 (12.8333 hours) days per calendar month of service.

After six (6) months of continuous employment at the University, part-time administrative faculty members employed on a 10-month basis are entitled vacation accrued at the rate of 1.833 (12.8333 hours) days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

After six (6) months of continuous employment at the University, full-time administrative faculty members employed on a 12-month basis are entitled to a total of twenty-two (22) working days (one hundred fifty-four [154] working hours) of vacation each calendar year accrued at the rate of 1.833 days (12.8333 hours) per calendar month of service.

After six (6) months of continuous employment at the University, part-time administrative faculty members employed on a 12-month basis are entitled to vacation accrued at the rate of 1.833 days (12.8333 hours) per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

24.4.2 Members may accumulate vacation days with pay from year to year up to a maximum of 120 such days (840 such hours). For members who are at the limit, the University Human Resources Office will post accrued vacation days to such member's record once a year on January 1st or one month prior to termination.

24.4.3 Members who leave the University shall receive a lump-sum payment for unused vacation time not to exceed 120 such days (840 such 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 beneficiaries or to his estate, upon the establishment of valid claims therefore.

24.5 Short-term Leaves for Professional Reasons

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

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

24.6 Court Leave

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

24.7 Short-term Military Leave

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

24.8 Sabbatic Leaves

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

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

Sabbatic leave may not exceed a year in duration, but may be scheduled for shorter intervals appropriate to the individual project.

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

24.9 Benefits Upon Transfer

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

ARTICLE 25 — LEAVES WITHOUT PAY

25.1 Family and Medical Leave

In addition to any other paid benefits or leaves, upon written request, a member shall be granted:

- A. Family Leave: A maximum of twenty-four (24) weeks of family leave of absence within any two (2) year period upon the birth or adoption of a child of that member, or upon the serious illness of a child, spouse or parent of the member.
- B. Medical Leave: A maximum of twenty-four (24) weeks of medical leave of absence within any two (2) year period upon the serious illness of such employee.

Any member who requests a medical leave of absence due to the member's serious illness or a family leave of absence due to the serious illness of a child, spouse or parent, shall be required prior to the start of the leave, except in emergency circumstances, to provide written certification from the attending physician of the nature of the illness and its probable duration.

For the purpose of this section, “**serious illness**” means an illness, injury, impairment, or physical or mental condition that involves: (1) in-patient care in a hospital, hospice or residential care facility; or (2) continuing treatment or continuing supervision by a health care provider.

A member requesting a family leave of absence must submit, prior to the leave, except in emergency circumstances, a signed statement of the employee's intent to return to his/her position.

The State shall pay for the continuation of health insurance benefits for the member during any leave of absence taken pursuant to this section. In order to continue any other health insurance coverages during the leave, the member shall contribute that portion of the premium he would have been required to contribute had he remained an active employee during the leave period.

25.2 Other Leaves Without Pay

Upon the recommendation of the University President/Chancellor, unpaid leaves of absence for up to one (1) year may be granted to administrative faculty members by the Board of Trustees. Requests for such leaves shall be in writing, shall establish sufficient justification, and shall be submitted to the University President/Chancellor through the member's supervisor. Requests shall normally be filed not later than ninety (90) days preceding the commencing date for the leave. No later than thirty (30) days after the request is submitted, the President/Chancellor shall respond to the member.

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

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

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

ARTICLE 26 — MATERNITY LEAVE

26.1 Maternity Leave

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

Upon expiration of sick leave, the employee may request, and shall be granted the use of vacation, personal leave, and earned time. Upon expiration of paid leave, the employee may request, and shall be granted, a family/medical leave of absence without pay, position held in accordance with Article 25.1. Upon expiration of FMLA leave, the employee may be granted a leave in accordance with Article 25.2 of this Agreement.

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

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

The rules and regulations governing the use and submission of medical certificates shall apply, except that the doctor's original medical certificate will be accepted for absence due to pregnancy up to four (4) weeks after delivery. Further absence will require additional medical certificates in accordance with normal procedures, if requested by the Board.

26.2 Adoption Leave

A bargaining unit member who adopts a child will be entitled to adoption leave. Any absence related to the adoption of a child may be charged to sick leave, up to a maximum of ten (10) days.

The member shall give notice of intention to take such leave within seven (7) days of being notified by their adoption agency that they have been matched with a child for adoption, unless this is not reasonably practicable. A matching certificate provided by the adoption agency shall be submitted to verify the adoption. In addition, in cases where two members are adopting a child together, only one of the two is eligible for adoption leave at the employees' option.

ARTICLE 27 — INVENTIONS AND MARKETABLE DISCOVERIES, AND COMPUTER USE

27.1 Inventions and marketable discoveries are governed by CGS 10a-97 through CGS 10a-99 except as provided below.

27.2 All members are deemed to have authorization to use Connecticut State University computer equipment for private academic research and writing on their own time when such use does not interfere with the needs of the University. This use is subject to all other conditions of access to University computer facilities, as may be established from time to time, on the following basis:

27.2.1 University computers may not be used at any time for the conduct of a private business enterprise.

27.2.2 The University shall make no claim for reimbursement when University computer equipment is used for word processing and preparation of manuscripts.

27.2.3 Computer software products created by an employee specifically assigned to that task shall be the property of the University and the State of Connecticut. Said assignments may be the regular duty of the employee, or in lieu of such regularly assigned duties, by special arrangement. The employee who created the computer software product shall assign all copyright and/or patent rights to the University.

27.2.4 Computer software products created for research in a discipline and/or instructional use not covered by 27.2.3 shall belong to the creator subject to the following restrictions:

27.2.4.1 Such software products and all documentation shall be available at no cost to the University for instructional and administrative use.

27.2.4.2 Sale of computer software products to the author's students shall not result in profit, royalty or like payment to the author.

27.2.5 Other computer software products created using University computer equipment not covered by 27.2.3 and 27.2.4 shall be provided to the University for its perpetual use at no cost. The creator of such

computer software products shall provide the University one copy, complete with documentation, of the creation.

27.3 Disputes concerning the meaning or application of this article shall be referred to Step 2 of the grievance procedure. Step 3 of the grievance procedure shall be the final step in resolving such disputes.

ARTICLE 28 — RETRENCHMENT

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

28.1 Declaration of Financial or Programmatic Exigency

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

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

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

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

- elimination of part-time members;
- reduction of equipment and other expense costs;
- reassignment to another function or department consistent with Article 10.5;
- special sabbatic leave;
- retraining;
- early retirement with early retirement incentives.

28.3 Within ten (10) calendar days, the President/Chancellor shall give notice by certified mail to members whose positions, as described in Article 10.1, are to be retrenched. Copies of all notifications shall be sent to the SUOAF-AFSCME Chapter and Local Presidents.

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

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

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

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

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

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

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

further consideration. It is the administrative faculty member's responsibility to keep the University informed of changes in address and/or qualifications.

28.7 Reappointment of a Retrenched Administrative Faculty Member

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

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

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

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

ARTICLE 29 — COMPENSATION

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

29.2 Definitions

29.2.1 **“current base salary rate”** - A member's individual biweekly base salary rate (exclusive of longevity) as of the last day of the pay period which precedes a salary increase.

29.2.2 For purposes of determining new salary, **“continuing member”** - An individual who was a member of the bargaining unit on the day preceding the salary increase.

29.3 Salary Calculation

29.3.1 Minimum and Maximum Salaries

Minimum and Maximum Salaries for 2007-2008

The minimum and maximum salaries effective June 22, 2007, shall be:

Admin. Rank	MINIMUM		MAXIMUM	
	Biweekly	Annual	Biweekly	Annual
I	\$1,142.42	\$29,817	\$2,112.95	\$55,148
II	\$1,447.07	\$37,769	\$2,502.76	\$65,322
III	\$1,751.75	\$45,721	\$2,892.63	\$75,498
IV	\$2,056.36	\$53,671	\$3,282.44	\$85,672
V	\$2,361.02	\$61,623	\$3,672.30	\$95,847
VI	\$2,665.67	\$69,574	\$4,062.14	\$106,022
VII	\$2,970.32	\$77,525	\$4,451.96	\$116,196

Minimum and Maximum Salaries for 2008-2009

The minimum and maximum salaries effective June 20, 2008, shall be:

Admin. Rank	MINIMUM		MAXIMUM	
	Biweekly	Annual	Biweekly	Annual
I	\$1,170.98	\$30,563	\$2,165.77	\$56,527
II	\$1,483.25	\$38,713	\$2,565.33	\$66,955
III	\$1,795.54	\$46,864	\$2,964.95	\$77,385
IV	\$2,107.76	\$55,013	\$3,364.50	\$87,813
V	\$2,420.04	\$63,163	\$3,764.11	\$98,243
VI	\$2,732.31	\$71,313	\$4,163.69	\$108,672
VII	\$3,044.57	\$79,463	\$4,563.26	\$119,101

Minimum and Maximum Salaries for 2009-2010

The minimum and maximum salaries effective June 19, 2009, shall be:

Admin. Rank	MINIMUM		MAXIMUM	
	Biweekly	Annual	Biweekly	Annual
I	\$1,200.26	\$31,327	\$2,219.91	\$57,940
II	\$1,520.33	\$39,681	\$2,629.47	\$68,629
III	\$1,840.43	\$48,035	\$3,039.07	\$79,320
IV	\$2,160.46	\$56,388	\$3,448.61	\$90,009
V	\$2,480.54	\$64,742	\$3,858.21	\$100,699
VI	\$2,800.62	\$73,096	\$4,267.78	\$111,389
VII	\$3,120.69	\$81,450	\$4,677.35	\$122,079

Minimum and Maximum Salaries for 2010-2011

The minimum and maximum salaries effective June 18, 2010, shall be:

Admin. Rank	MINIMUM		MAXIMUM	
	Biweekly	Annual	Biweekly	Annual
I	\$1,230.27	\$32,110	\$2,275.41	\$59,388
II	\$1,558.34	\$40,673	\$2,695.20	\$70,345
III	\$1,886.44	\$49,236	\$3,115.05	\$81,303
IV	\$2,214.47	\$57,798	\$3,534.83	\$92,259
V	\$2,542.56	\$66,361	\$3,954.66	\$103,217
VI	\$2,870.63	\$74,923	\$4,374.48	\$114,174
VII	\$3,198.71	\$83,486	\$4,794.28	\$125,131

29.3.2 Determination of New Salary for 2007-2008

Effective the pay period beginning June 22, 2007, the maxima for the ranks shall be increased by 2.5 percent (2.5%); the minima shall be increased by 2.5 percent (2.5%); and each continuing member as defined in Article 29.2.2 shall receive an increase in salary equal to:

- a) The difference between the old maximum and the new maximum for the rank; plus
- b) $1/14$ of the rank range multiplied by 0.46327, except notwithstanding the increase of (a) plus (b) above, no member shall be increased beyond the maximum nor permitted to fall below the minimum of the member's rank.
- c) Each continuing member is guaranteed at least a 3.5% annual increase. For members who reach the maximum salary for their rank prior to receiving a 3.5% increase, the difference will be paid to the member in a single lump sum to be included in the paycheck dated December 7, 2007. The lump sum payment will not be added to a member's base salary.
- d) If a member eligible for the lump sum payment leaves the university prior to receiving such payment, they shall be paid a prorated portion of the lump sum payment in their last check. If a member who received a lump sum payment leaves the university after receiving such payment, and prior to the next collective bargaining increase, the university shall deduct a prorated portion of the lump sum payment amount from their last check.

29.3.3 Determination of New Salary for 2008-2009

Effective the pay period beginning June 20, 2008, the maxima for the ranks shall be increased by 2.5 percent (2.5%); the minima shall be increased by 2.5 percent (2.5%); and each continuing member as defined in Article 29.2.2 shall receive an increase in salary equal to:

- a) The difference between the old maximum and the new maximum for the rank; plus
- b) $1/14$ of the rank range multiplied by 0.59270, except

notwithstanding the increase of (a) plus (b) above, no member shall be increased beyond the maximum nor permitted to fall below the minimum of the member's rank.

- c) Each continuing member is guaranteed at least a 3.5% annual increase. For members who reach the maximum salary for their rank prior to receiving a 3.5% increase, the difference will be paid to the member in a single lump sum to be included in the paycheck dated December 5, 2008. The lump sum payment will not be added to a member's base salary.
- d) If a member eligible for the lump sum payment leaves the university prior to receiving such payment, they shall be paid a prorated portion of the lump sum payment in their last check. If a member who received a lump sum payment leaves the university after receiving such payment, and prior to the next collective bargaining increase, the university shall deduct a prorated portion of the lump sum payment amount from their last check.

29.3.4 Determination of New Salary for 2009-2010

Effective the pay period beginning June 19, 2009, the maxima for the ranks shall be increased by 2.5 percent (2.5%); the minima shall be increased by 2.5 percent (2.5%); and each continuing member as defined in Article 29.2.2 shall receive an increase in salary equal to:

- a) The difference between the old maximum and the new maximum for the rank; plus
- b) 1/14 of the rank range multiplied by 0.64158, except notwithstanding the increase of (a) plus (b) above, no member shall be increased beyond the maximum nor permitted to fall below the minimum of the member's rank.
- c) Each continuing member is guaranteed at least a 3.5% annual increase. For members who reach the maximum salary for their rank prior to receiving a 3.5% increase, the difference will be paid to the member in a single lump sum to be included in the paycheck dated December 4, 2009. The lump sum payment will not be added to a

member's base salary.

- d) If a member eligible for the lump sum payment leaves the university prior to receiving such payment, they shall be paid a prorated portion of the lump sum payment in their last check. If a member who received a lump sum payment leaves the university after receiving such payment, and prior to the next collective bargaining increase, the university shall deduct a prorated portion of the lump sum payment amount from their last check.

29.3.5 Determination of New Salary for 2010-2011

Effective the pay period beginning June 18, 2010, the maxima for the ranks shall be increased by 2.5 percent (2.5%); the minima shall be increased by 2.5 percent (2.5%); and each continuing member as defined in Article 29.2.2 shall receive an increase in salary equal to:

- a) The difference between the old maximum and the new maximum for the rank; plus
- b) 1/14 of the rank range multiplied by 0.70119, except notwithstanding the increase of (a) plus (b) above, no member shall be increased beyond the maximum nor permitted to fall below the minimum of the member's rank.
- c) Each continuing member is guaranteed at least a 3.5% annual increase. For members who reach the maximum salary for their rank prior to receiving a 3.5% increase, the difference will be paid to the member in a single lump sum to be included in the paycheck dated December 3, 2010. The lump sum payment will not be added to a member's base salary.
- d) If a member eligible for the lump sum payment leaves the university prior to receiving such payment, they shall be paid a prorated portion of the lump sum payment in their last check. If a member who received a lump sum payment leaves the university after receiving such payment, and prior to the next collective bargaining increase, the university shall deduct a prorated portion of the lump sum payment amount from their last check.

29.4 Merit Increases

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

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

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

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

29.4.4 Merit provisions are not subject to the grievance procedure.

29.5 Overpayments

Overpayments or other unauthorized payments may be involuntarily recovered by payroll deduction at a rate not to exceed the rate the overpayment was made, provided: (1) the member has not agreed to a reasonable repayment schedule; (2) there is no outstanding grievance on the matter; and (3) that such recovery rate shall not exceed five percent (5%) of the member's gross biweekly salary.

ARTICLE 30 — FRINGE BENEFITS

30.1 The terms and conditions of employee retirement benefits are contained in a separate agreement between the State and Union which is incorporated herein by reference. Such incorporation shall not be construed so as to impact the terms and conditions of this agreement.

30.2 Individual Retirement Annuities

Members shall have access to payroll deduction for payments to annuities, tax shelter plans or like services, which are available to other University system employees.

30.3 Insurance Provisions

30.3.1 Health Insurance

For the duration of this agreement, the State shall continue in force the health insurance coverage in effect on June 30, 2007, unless modified by the Health Care Cost Containment process or by mutual agreement of the parties, or by coalition bargaining in accordance with CGS 5-278.

30.3.2 Group Life Insurance

The State's group life insurance plan, pursuant to CGS 5-257 shall continue to be available to all members as it was on the date of signing of this Agreement.

In addition, any member shall be permitted to purchase group life insurance in excess of what the current plan permits up to a maximum of \$50,000 provided the member shall pay the full cost for difference in premium under the terms and conditions governing such purchases under the policy in effect on the date of said insurance purchase.

30.3.3 Long-Term Disability Insurance for ARP Participants

Members who participate in the Alternate Retirement Plan shall be provided, at Board expense, with CSUS group Disability Insurance, including six (6) month elimination, annual benefit increase provisions and monthly annuity premium benefit.

30.4 Longevity Payments

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

- (1) The increment value for longevity purposes shall be 3.315 percent (3.315%) of the member's base annual salary.
- (2) Such semi-annual longevity payments shall be made at the end of the first full pay period in April and October, respectively, of each year. A retiring member shall receive, during the month immediately following retirement, a prorated longevity payment based on the proportion of the six-month period served prior to the effective date of his retirement.
- (3) All other rules for calculating and distributing longevity as described in Public Act 67-657 shall continue to apply.

30.5 Payroll Deduction

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

30.6 Unemployment and Disability Compensation

The Workers' Compensation and Unemployment Compensation State and Federal statutes applicable to bargaining unit members shall control.

30.7 Accounting of Benefits

Each member of the bargaining unit shall be provided before August 1 with a confidential written accounting as of June 30 of that year giving his current status on the following items:

- amount of cumulative annual vacation and sick leave;
- current salary;
- years of credit toward longevity payment;
- years of eligibility for next sabbatic leave;
- termination date for members on term contracts;
- years of credit applicable toward continuing appointment.

Each member of the bargaining unit shall be notified no later than November 15 of the extent to which vacation accruals exceed the maximum permitted.

ARTICLE 31 — RESIGNATION

An administrative faculty member may resign at any time, provided that three (3) weeks written notice is given for members below the rank of VI. For members holding an administrative rank VI or higher, six (6) weeks written notice is required. Failure to give such notice will result in forfeiture of two (2) weeks pay.

ARTICLE 32 — SUCCESSORSHIP PROVISION

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

ARTICLE 33 — MISCELLANEOUS

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

ARTICLE 34 — NO STRIKE/NO LOCKOUT

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

ARTICLE 35 — SCOPE OF AGREEMENT

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

ARTICLE 36 — EXTENT AND TERM OF AGREEMENT

The parties hereto agree that they have fully bargained with respect to wages, hours, and other conditions of employment and that the understandings and agreements achieved by the parties are set forth in

this Agreement, and shall constitute the sole Agreement between them for the duration thereof.

ARTICLE 37 — ALTERATION OF AGREEMENT

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

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

Nothing herein shall preclude the parties from mutually agreeing to alter, amend, or supplement any of the provisions of this Agreement. Either party may request that any matter relating to this Agreement be scheduled for discussion between the parties. Such discussion shall occur within a reasonable period following the request and such agreements shall be reduced to writing.

ARTICLE 38 — DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 2007, and shall remain in full force and effect up to and including the 30th day of June 2011.

ARTICLE 39 — DISTRIBUTION OF AGREEMENT

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

ARTICLE 40 — SEPARABILITY

40.1 In the event that, notwithstanding the provisions of CGS 5-270 to 5-280, any provision of this Agreement, in whole or in part, is held to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgment shall remain in full force and effect. In that event the parties shall, upon the request of the Board or the Union, commence immediately to negotiate substitute provisions for all such affected provisions.

40.2 Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall take immediate effect upon the enactment of such legislation.

ARTICLE 41 — PROCEDURES FOR FUTURE NEGOTIATIONS

This Agreement shall remain in full force and effect during the period of negotiations or until notice of its termination is provided to the other party. Negotiations for a successor Agreement shall be conducted in accordance with statute except as the parties otherwise agree. In any negotiations, neither party shall have control over the selection of the negotiating representatives of the other party.

ARTICLE 42 — “PEOPLE”

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the State and University harmless from any claim arising as a result of any deduction made pursuant to this Article.

APPENDIX A

**State University Organization of Administrative Faculty
AFSCME, Council 4, Local 2836
Official Grievance Form**

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

Name of employee(s): _____

Position(s) & rank(s): _____

University(s): _____

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

Remedy requested:

Signature of employee(s) _____
Date

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

Signature of Union Representative: _____
Date

Step 1 – Dean’s/Vice President’s Level

Date of dean’s/vice president’s receipt: _____
Date

A meeting was held at this level: Yes No

Date of meeting: _____

Dean’s/vice president’s response (attach additional pages, indicating level of response, if space provided is insufficient):

Date of response: _____

Dean’s/vice president’s signature: _____
The portion below is to be completed by the employee and/or the

Union.

Disposition of grievance: resolved
 not resolved, will be taken to Step 2

Signature of employee(s) _____
Date

Signature of Union
Representative: _____
Date

Step 2 – Presidential Level

Date of president’s/designee’s receipt: _____
Date

A meeting was held at this level: Yes No

Date of meeting: _____

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

Date of response: _____

President’s/designee’s
signature: _____

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

Disposition of grievance: resolved
 not resolved, will be taken to Step 3

Signature of employee(s) _____ Date

Signature of Union Representative: _____

Step 3 – Board of Trustees Level

Date of Board designee’s receipt: _____ Date

A meeting was held at this level: Yes No

Date of meeting: _____

Board designee’s response (attach additional pages, indicating level of response, if space provided is insufficient):

Date of response: _____

Board designee’s signature: _____

Disposition of grievance: resolved
 not resolved, will be taken to arbitration

Signature of employee(s) _____
Date

Signature of Union
Representative: _____
Date

APPENDIX B
SUOAF-AFSCME POSITION ACTION REQUEST
FORM AND PROCEDURES

Position title &

rank: _____

University: _____ Date: _____

Level 1, Day 0 – Univ. Chief Human Resources Officer creates and presents package to Chapter level SUOAF designee for review. Attachments shall include the following items where applicable: (1) a copy of this form; (2) new and former position descriptions; (3) salary, rank, and rationale; and (4) any additional information required.

Initiating president or designee _____

Date presented to univ. SUOAF rep. _____

SUOAF univ. review & recom. by _____

Date of SUOAF university review _____

The above-mentioned package has been forwarded to the Local Union by the university Chief Human Resources Officer. Date: _____

Level 2, Not to exceed 10 working days after receipt – Statewide SUOAF review occurs during this interval. Further negotiation may occur at this level prior to final Union approval. Upon such approval, SUOAF shall return all materials to the initiating University Chief Human Resources Officer or designee.

SUOAF Local Pres./desig.: _____ Date: _____

Disposition at SUOAF Local level: approve proposed rank & salary
 disapprove proposed rank & salary

Comments or recommendations:

Date returned to Univ. Chief Human Resources Officer: _____

Level 3, Not to exceed 10 working days after receipt – Univ. Chief HR Officer brings paperwork to Council on Employee Relations meeting for review. If no further issues arise, the form is signed by and remains with the Chancellor/designee. If significant changes are required, docs. are returned at Level 1. Minor changes may be affected by appropriate phone consultation.

Date considered by CER: _____

Disposition at Council Level: approve disapprove

Comments or Recommendations:

Chancellor/desig.: _____ Date: _____

The Univ. Chief Human Resources Officer will provide a signed copy of this form to the SUOAF chapter president.

APPENDIX C
ADMINISTRATIVE FACULTY EVALUATION FORM

Name: _____ Date: _____

Position title & rank: _____

Type of Evaluation: Semi-annual Annual Biennial

Period covered by evaluation: From _____ to _____

An assessment of the administrative faculty member's performance based on his/her established job description is to be given for each of five general areas listed below.

When the **Overall Evaluation** is unsatisfactory or excellent, concluding narrative comments must be provided. In addition, an overall rating of unsatisfactory must be accompanied by written suggestions for improvement.

Key: Excellent – Superior performance in meeting requirements
 Good – Better than average performance in meeting requirements
 Satisfactory – Meets requirements
 Unsatisfactory – Does not meet requirements

1. Demonstrated knowledge and effective application of professional skills in the field worked (including knowledge about area of responsibility, competence in handling responsibilities of the position, and ability to make effective decisions and plan effectively).

Excellent Good Satisfactory Unsatisfactory

The rating for
this area is:

Comments (if applicable):

2. Willingness and ability to work constructively with students, University personnel and the general public (including effective communication and ability to act fairly and objectively).

The rating for this area is: Excellent Good Satisfactory Unsatisfactory

Comments (if applicable):

3. Quality of participation and professional judgment in University and/or systemwide activities including committee work and/or advisory service to students and professional colleagues, and similar contributions.

The rating for this area is: Excellent Good Satisfactory Unsatisfactory

Comments (if applicable):

4. Activities demonstrating professional growth and achievement

(including improvement of knowledge and competence, remaining current and active in area worked. Acceptance of constructive criticism and suggestions and changing performance methods or techniques when essential to the position.).

The rating for
this area is:

Excellent	Good	Satisfactory	Unsatisfactory
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments (if applicable):

5. Promise of continued professional growth.

The rating for
this area is:

Excellent	Good	Satisfactory	Unsatisfactory
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments (if applicable):

The overall performance assessment for the evaluation period is:

Excellent Good Satisfactory Unsatisfactory

Comments (if applicable, Excellent must include narrative statement. Unsatisfactory must include narrative statement and suggestions for improvement.)

Recommended for renewal (if applicable): Yes No

Prior to award of continuing appointment, positive evaluations do not ensure renewal of appointment.

Recommended for continuing appointment: Yes No

Prepared by (evaluator) _____ Date _____

Acknowledged by (valuee) _____ Date _____

Reviewed by (appropriate management official[s]):

_____ Date _____

_____ Date _____

_____ Date _____

APPENDIX D
FLSA AGREEMENT
SUOAF-AFSCME AND CSU-BOT

1. Bargaining Unit employees who are classified as non-exempt under FLSA and who work more than 40 hours in a work week shall be paid at time and one-half their regular rate for all hours actually worked over 40, or, in limited circumstances described hereafter, shall accumulate compensatory time at the rate of time and one-half for all hours worked over 40 in a work week. The limited circumstances referenced above shall be those where the employer and the union agree in writing that a particular case warrants an exception because of the unique nature of the overtime assignment.
2. Employees who are classified non-exempt shall be paid for hours worked between 35 and 40 in a work week at straight time if, and only if, they are otherwise eligible for premium pay or compensatory time for hours worked over 40 in that workweek, as described in Paragraph 1.
3. As used herein, the words 'regular rate', 'hours worked', and 'work week' shall have the specialized meaning accorded them under the FLSA. For example, 'hours worked' does not include paid time off.
4. Compensatory time accrued under Paragraph 1 for non-exempt employees shall be accrued in accordance with the requirements of FLSA. Currently, the maximum accrual is 240 hours and any time that would exceed that maximum must be paid out at the time and one-half premium rate. Similarly, FLSA currently requires non-exempt employees to be paid for any accrued compensatory time earned under Paragraph 1 upon termination of employment.
5. Each member working in a job classified as non-exempt shall receive and sign the attached letter of notification of non-exempt status. Future changes to member exemption status will be communicated to the member as they occur.

6. To the extent that Sections 16.2, 16.5, and 24.3.3 of the Collective Bargaining Agreement are in conflict with this Agreement then this Agreement shall prevail.
7. To the extent required by law, this agreement will be submitted to the General Assembly along with a supersedence appendix.
8. The terms of this agreement shall be incorporated into the next Collective Bargaining Agreement.

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

for CSU BOT:

Yvette Melendez Thiesfield
Yvette Melendez Thiesfield
10/20/05

for SUOAF – AFSCME:

James W. LoMonaco
James W. LoMonaco
10/20/05

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