



STATE OF CONNECTICUT
BOARD OF TRUSTEES
FOR THE STATE COLLEGES

P. O. Box 2008 NEW BRITAIN, CONNECTICUT 06550
TEL. NEW BRITAIN: 203-229-1697 TEL. HARTFORD: 203-556-2113

*Obsolete
See Personnel
Policies BOT*

RESOLUTION

concerning

COMPENSATION, FRINGE BENEFITS AND WORKING CONDITIONS

for

MANAGEMENT PERSONNEL

January 9, 1976

- WHEREAS, Under the new collective bargaining law, Public Act 75-566, periodic adjustments in compensation, fringe benefits and working conditions for certain professional staff may be determined and translated into an agreement which is subject to fiscal approval by the General Assembly, and
- WHEREAS, Those personnel on the Executive Staff and those on each campus designated as Management will be excluded from bargaining rights and thus from the contract provisions, and
- WHEREAS, The Trustees, recognizing the sensitive and essential leadership service performed by management personnel, desire to provide for such personnel an alternative method for determining adjustments in compensation, fringe benefits and working conditions, therefore be it
- RESOLVED, That the Trustees assign to the Executive Committee of the Board, in consultation with management personnel, the responsibility for recommending such adjustments for its management personnel as will provide compensation, fringe benefits and working conditions commensurate with the responsibility of the respective positions, and taking into consideration any adjustments made through the collective bargaining process on behalf of other personnel.

A Certified True Copy:

James A. Frost

James A. Frost
Executive Secretary

Connecticut State College
American Association of University
Professors, Inc.

State of Connecticut
Board of Trustees
For The State Colleges

April 1, 1977

Received

APR 01 1977

Joseph F. Weigand, Jr.

Mr. Joseph F. Weigand, Jr.
Clerk of the House
State House of Representatives
State Capitol
Hartford, CT 06115

Dear Mr. Weigand:

Transmitted herewith are two copies of the Collective Bargaining Contract of Agreement between the Connecticut State Colleges-American Association of University Professors, representing the instructional faculty, counselors and librarians of the four State Colleges, and the Board of Trustees of the Connecticut State Colleges representing the State of Connecticut. The bargaining unit was certified after proper election by the Connecticut State Board of Labor Relations in case numbers SE3271, SE3272, and SE3334.

We are pleased that we were able to meet the April first deadline and hope our effort to do so will reflect favorably upon our requests.

The final document is the result of a protracted period of careful consideration and bargaining in good faith by both parties. It represents what is considered to be a fair and equitable contract from the viewpoint of the Board of Trustees and the bargaining agent. At the same time, we believe, it has taken into account the best interests of the taxpayers who support us and the student population of 19,640 full-time and 13,128 part-time students. In this regard, the Connecticut State Colleges serve all regions in the state and have the largest student body of any of the Higher Education Programs.

Our submission to the members of the General Assembly falls into three major categories:

- A. Requests for funding pursuant to PA 75-566
- B. Request for changes in statutes pursuant to PA 75-566
- C. A general draft-language presentation of the ratified contract provisions as complete as both parties can provide at this time. This item is provided for the information of the members of the General Assembly.

Both signatories to the agreement have ratified the contract as attested by the signatures below. The Board of Trustees ratification was by vote of a majority of the Board during the regularly scheduled meeting on 1 April at 1:30 p.m. The agent held separate meetings on each of the four campuses and ratified the contract by a majority vote of their members, (752 to 173) and reported on 1 April 1977 to the Board.

April 1, 1977
Page 2

Certain additional changes of an editorial nature, or for purposes of clarification, will be made by agreement between the parties concerned, but there are no substantive changes anticipated. You will be furnished copies of the edited draft in the near future.

Both parties to this Agreement are particularly concerned that opportunity to discuss provisions of the Agreement in (C) above be provided if the members have questions or decide to review the total contract aside from those parts submitted pursuant to PA 75-566.

We respectfully request favorable consideration of the contract provisions by the appropriate legislative bodies. We shall be pleased to be present and present testimony in support of the contract at your pleasure.

Sincerely yours,

Sincerely yours,

For the Connecticut State Colleges -
American Association of University
Professors, Inc.

For the Board of Trustees
For the Connecticut State Colleges

David Newton
David Newton, President CSC/AAUP

Bernice C. Niejadlik
Bernice C. Niejadlik, Chairman

4-1-77
(Dated)

April 1, 1977
(Dated)

3:56 P.M.

GT/j

Collective Bargaining Agreement

between

State College American Association

of University Professors

AND

Board of Trustees for the

Connecticut State Colleges

April 1, 1977

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PREAMBLE

1 The intent of the parties hereto in carrying out their responsibil-
2 ities to negotiate the terms and conditions of employment of members
3 of the bargaining unit is to promote the quality and effectiveness
4 of education in the Connecticut State College System and to main-
5 tain high standards of academic excellence in all phases of instruc-
6 tion, research and service. The parties concur that the objectives
7 are facilitated by amicable adjustment of matters of mutual interest.
8 It is recognized by the parties that mutual benefits are to be de-
9 rived from continual improvement in the Connecticut State College
10 System, and that participation of faculty and professional employees
11 in the formulation of policies under which they provide their ser-
12 vices is educationally sound.

13
14 While the Connecticut State College-AAUP (hereinafter CSC-AAUP), as
15 the elected bargaining agent, retains the exclusive right to nego-
16 tiate and reach agreement on terms and conditions of employment for
17 the members of the bargaining unit, and the Board of Trustees (here-
18 inafter the Board), retains the rights, under law, to manage and
19 direct the Connecticut State College System, the parties recognize
20 the desirability of a collegial governance system for faculty and
21 professional employees in areas of academic concern. It is desir-
22 able that the collegial system of governance be maintained and
23 strengthened throughout the Connecticut State College System.

24
25 In such a collegial system, departments and other units should play
26 an active and responsible role in academic matters, including sig-
27 nificant involvement in the recruitment of new faculty and profes-
28 sional employees, the development of high quality programs, and
29 other matters of professional concern. The collegial relationship
30 is most effective when peers work critically together to carry out
31 their duties in the most professional manner possible.

32
33 Collegiality in academic governance on each campus of the Connecticut
34 State College System can best be accomplished through Senates sel-
35 ected by representatives of the appropriate campus constituencies
36 in accordance with each institution's constitution and tradition.
37 Matters of concern to the Senate include: (a) curriculum policy
38 and curricular structure, (b) requirements for degrees and granting
39 of degrees, (c) policies for recruitment, admission and retention
40 of students, (d) academic policies relating to students and (e)
41 other matters of campus community concern.

42
43 This preamble is a statement of intent and not subject to grievance
44 arbitration.

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1 THIS AGREEMENT is made and entered into as of the first day of April,
2 1977 by and between the Connecticut State College American Associa-
3 tion of University Professors, Inc. an employee association within the
4 meaning of Public Act 75-566, and Board of Trustees of the Connect-
5 icut State Colleges, an employer within the meaning of Public Act
6 75-566, as follows:

7
8 ARTICLE 1

9
10 DEFINITIONS

11
12 1.1 "BOARD" (also called "EMPLOYER") - The Board of Trustees of
13 the Connecticut State Colleges.

14
15 1.2 "CONNECTICUT STATE COLLEGES" (also called "COLLEGES", "CSC", or
16 "EMPLOYER") - The following colleges, individually and collectively:
17 Central Connecticut State College, Eastern Connecticut State College,
18 Southern Connecticut State College, and Western Connecticut State
19 College including any branches, divisions, subdivisions, or labora-
20 tory schools.

21
22 1.3 "MANAGEMENT" - The Board together with its executive officers
23 and executive staff, including but not limited to Presidents, Vice
24 Presidents, and Deans of Colleges and all such other management
25 personnel, as defined in Public Act 75-566, provided that it shall
26 not include Department Chairpersons or Division Directors.

27
28 1.4 "BARGAINING UNIT" - The unit of teaching and professional em-
29 ployees of the State Colleges as described more fully in Article
30 2.1 of this Agreement.

31
32 1.5 "CONNECTICUT STATE COLLEGE AMERICAN ASSOCIATION OF UNIVERSITY
33 PROFESSORS" or "CSC-AAUP" (hereinafter referred to as "CSC-AAUP") -
34 The exclusive representative of the employees in the bargaining
35 unit, pursuant to certification by the Connecticut State Board of
36 Labor Relations.

37
38 1.6 "MEMBERS" or "MEMBERS OF THE BARGAINING UNIT" - unless expres-
39 sly specified otherwise, these terms are interchangeable and shall
40 refer to the following employees of the State Colleges.

41
42 1.6.1 Those members of the bargaining unit who carry an
43 academic load or its equivalent of at least nine (9) credit
44 hours a semester and whose function at the State Colleges con-
45 sists primarily of (but shall not be limited to) teaching. ✓
46 Such individuals may also be referred to as teaching members,
47 or instructional faculty.

48
49 1.6.2 Those members of the bargaining unit who are employed
50 by the State Colleges for at least twenty (20) hours a week
51 and for at least the ten (10) month year, and whose function
52 at the State Colleges consists primarily of (but shall not be
53 limited to) service as counselors, or counseling faculty.
54

- 1 1.6.3 Those members of the bargaining unit who are employed
2 by the State Colleges for at least twenty (20) hours a week and for
3 at least the ten (10) month year, and whose function at the
4 State Colleges consists primarily of (but shall not be limited
5 to) service as librarians, or library faculty.
6
- 7 1.7 "FISCAL YEAR" - The 12 month calendar period beginning July
8 1 and ending the following June 30.
9
- 10 1.8 "YEARS OF SERVICE FOR INSTRUCTIONAL FACULTY" - The number of
11 academic years of employment by the State Colleges. Employment for
12 one-half ($\frac{1}{2}$) of a semester or more shall be considered one-half ($\frac{1}{2}$)
13 of a year's service. For Librarians and Counselors, a year of ser-
14 vice shall consist of the annual full-time appointment and employ-
15 ment for one-half ($\frac{1}{2}$) of a contracted year, or more, shall be
16 considered one-half ($\frac{1}{2}$) of a year's service. Unless otherwise
17 specified to the contrary elsewhere in this Agreement, time spent
18 on any paid leave of absence shall be deemed "continuous service".
19
- 20 1.9 RULES OF CONSTRUCTION - Unless specified to the contrary else-
21 where in this Agreement, the following rules shall apply:
22
- 23 1.9.1 "GENDER and NUMBER" - The masculine, feminine and neuter
24 gender as used in this Agreement import one another, and the
25 singular shall include the plural whenever applicable.
26
- 27 1.9.2 "APPLICATION of AGREEMENT" - All provisions of this
28 Agreement shall apply to all members of the bargaining unit,
29 unless specified to the contrary to apply only to certain
30 members of the bargaining unit.
31
- 32 1.9.3 "HEADINGS" - Headings and captions are used in this
33 Agreement for purposes of convenience only and do not carry
34 substantive meaning.
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ARTICLE 2

RECOGNITION OF CSC-AAUP

1 2.1 The Board hereby recognizes the CSC-AAUP, pursuant to certi-
2 fication by the Connecticut State Board of Labor Relations, issued
3 on the 25th day of May, 1976, in case nos. SE-3271, SE-3272 and
4 SE-3334, as the exclusive bargaining representative for the members
5 of the Instructional Faculty Bargaining Unit of the Connecticut
6 State Colleges for all matters of collective bargaining as set
7 forth in PA 75-566. The bargaining unit shall consist of all inst-
8 ructional faculty including Department Chairpersons and Academic
9 Division Directors, Librarians and Counselors, and excluding all
10 Deans, Vice Presidents, Presidents, all other managerial and con-
11 fidential personnel pursuant to Public Act 75-566, and all other
12 employees.
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ARTICLE 3

NON-DISCRIMINATION

1 3.1 The Board of Trustees and the CSC-AAUP agree that no member of
2 the bargaining unit shall be discriminated against in violation of
3 federal or state statutes or with respect to any legal behavior not
4 detrimental to the students or other members of the college com-
5 munity.

6
7 3.2 Claims of discrimination under Article 3.1 of this Agreement
8 shall be brought to the attention of the party who is allegedly
9 engaging in such discrimination. The parties shall make an effort
10 to resolve the matter informally. If the parties are unable to re-
11 solve the matter informally, claims of discrimination under Article
12 3.1 of this Agreement shall be submitted to a Non-Discrimination
13 Committee established by the College Senate. The Non-Discrimination
14 Committee shall be established no later than six (6) months after
15 the signing of this Agreement, and shall be composed on an equal
16 basis of both bargaining unit members and management. The non-voting
17 convener shall be the EEO-Affirmative Action Officer of the indi-
18 vidual campus or designee. Said Committee shall investigate the
19 alleged discrimination under Article 3.1 of this Agreement, and shall
20 submit a report in writing to the member alleging discrimination,
21 the Faculty Senate, and the College President. Said written report
22 of the Committee shall be submitted within thirty (30) calendar
23 days of the submission of the allegation, also in writing, to the
24 Committee. If the Committee's findings are that discrimination has
25 occurred, the College shall be obliged to rectify the discrimination
26 to the satisfaction of the Committee. If the Committee's findings
27 do not support the allegation of discrimination, or there is a tie
28 vote of the Committee, further recourse shall only be through the
29 State and Federal procedures established for such purpose, and shall
30 not be subject to the provisions of Article 14 (Grievance Procedure)
31 of this Agreement.

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ARTICLE 4

PROFESSIONAL RIGHTS AND RESPONSIBILITIES

1 4.1 It is recognized by the parties to this Agreement that the es-
2 sential excellence of the Connecticut State Colleges is dependent
3 upon the maintenance in them of an atmosphere of academic freedom
4 and professional responsibility. To that end, there shall continue
5 in the Connecticut State Colleges during the term of this Agreement
6 a system of academic tenure applicable to all teaching members of
7 the bargaining unit, as shall be further described below. It is
8 recognized that tenure shall only be granted for the purpose of pro-
9 tecting and nurturing academic freedom and shall not be a shield
10 for incompetence or failure to perform properly assigned duties.
11 Although no specific tenure quotas are mandated in the Connecticut
12 State Colleges, the parties recognize that to maintain an effective
13 tenure system and institutional flexibility, tenure awards will
14 be made with greater care than heretofore, and predicated upon ✓
15 departmental goals consistent with long range institutional needs
16 and plans.

17
18 4.2 Academic Freedom The parties to this Agreement subscribe to
19 the following principles of academic freedom:¹

20
21 4.2.1 All members of the bargaining unit are entitled to full
22 freedom in research and in the publication of the results,
23 subject to the adequate performance of their other academic
24 duties. Freedom in research is fundamental to the advancement
25 of truth. Members are also entitled to freedom in the class-
26 room in discussing their assigned subjects. Members partici-
27 pate as representatives of a learned profession, of an educa-
28 tional institution and of society at large. When they speak
29 or write as members of society they are free from institutional
30 censorship or discipline but their special position in the
31 community imposes special obligations. As persons of learning
32 and educational leaders, they should remember that the public
33 may judge their profession and their institution by their ut-
34 terances. Hence, they should at all times strive in a positive
35 manner to be accurate, to exercise appropriate restraint, show
36 respect for the opinions of others, and make every effort, where
37 appropriate, to indicate that they do not speak for the Con-
38 necticut State Colleges.

39
40 4.2.2 The parties to this Agreement subscribe to the following
41 additional principles of academic freedom:

42
43
44
45 ¹As referred to in the 1940 AAUP Statement on Academic Freedom and
46 Tenure. This footnote does not incorporate by reference the 1940
47 Statement and the Interpretive Comments thereto.
48
49
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1 4.2.2.1 All teaching members shall have complete pro-
2 fessional freedom to conduct their courses, provided
3 that the subject matter is that which has been specified
4 by the college and the appropriate department.
5

6 4.2.2.2 The award of grades is the responsibility of
7 the instructor of the course. A grade shall be changed
8 only with the consent of the instructor of the course
9 and the approval of the appropriate Academic Vice Pres-
10 ident or Dean. Except that, in cases of the absence
11 of the instructor or of a palpable injustice, the Col-
12 lege Senate shall in each college, in agreement with
13 the College President, establish an appropriate method
14 of adjusting grades. Prior to the establishment of the
15 above method, the Academic Vice President or Dean in
16 concurrence with the department chairperson, shall
17 adjust grades in cases of the absence of the instructor
18 or of a palpable injustice. If a grade is changed the
19 instructor shall be notified whenever possible.
20

21 4.3 Tenure Tenure shall be defined as the right of a member cur-
22 rently holding tenure or the right of an eligible teaching member
23 to continuous employment in the member's college, which may be
24 terminated only for adequate cause (as defined below in Article 16)
25 or upon reaching the mandatory retirement age of 70. Librarians
26 and Counselors who do not currently hold tenure are not covered
27 by the remaining sections of this Article. Their rights under
28 Continuing Appointment are delineated in Article 6 & 7 of this Agree-
29 ment.
30

31 4.4 Award of Tenure The award of tenure shall be selective and
32 conditioned upon positive recommendation through the review process
33 described in Section 4.11 below and predicated upon departmental
34 goals consistent with institutional plans and needs. Under the
35 circumstances where a President believes the negative recommendation
36 of a faculty constitutes an extraordinary injustice, he may grant
37 tenure. The maximum probationary period (full-time service prior
38 to the acquisition of tenure) shall not exceed seven (7) years of
39 service, which may include up to three (3) years service in other
40 accredited colleges or universities. Notice of award of tenure
41 shall be made in writing by the letter described in Appendix B of
42 this Agreement.
43

44 4.5 Conditions of Tenure Since the purpose of the system of tenure
45 is the protection of academic freedom, it shall not be considered
46 a sinecure. It remains incumbent upon the member to maintain and
47 improve professional competence, professional growth, and the
48 excellence which occasioned the grant of tenure to the member. To
49 that end, professional development evaluations shall be an integral
50 part of the maintenance and improvement of professional competence,
51 growth and excellence. Consistent with the above, sabbatical and
52 other forms of leave shall be granted as provided under the terms
53 of this Agreement. It is recognized that occasion may arise where
54 it becomes mutually desirable and necessary to facilitate

1 the tenured member's acquisition of new skills in order to meet the
2 changing needs of the Connecticut State Colleges. Institutional
3 tenure shall not be a bar to temporary exchange of faculty between
4 colleges of the Connecticut State College System, if the member so
5 agrees and the Colleges so consent. Nothing in this Agreement shall
6 prevent the transfer of a member's tenure in one college of the
7 system to another college in the system, if the member so agrees,
8 and the colleges so consent.

9
10 4.6 Letter of Appointment The terms and conditions of every appoint-
11 ment to a position within the college shall be contained in the
12 letter of appointment, which shall follow the format attached in
13 Appendix A of this Agreement. A copy of the letter of appointment
14 shall be supplied to the member for his signature of acceptance and
15 consent, and a copy placed in the member's personnel file. Any
16 subsequent extensions or modifications of such appointment, other
17 than with respect to changes in the collective bargaining agreement
18 as negotiated between the parties to this Agreement, and any special
19 understanding or any notice incumbent upon either party to provide
20 shall be stated or confirmed in writing by document between the
21 College and the member, and a copy shall be supplied to the member
22 and a copy placed in the member's personnel file. Any special
23 standards applicable to the member shall be included in the letter
24 of appointment.

25
26 4.7 Appointments With the exception of "special appointments":
27 described in Section 4.8 below, all full-time teaching appointments
28 within the bargaining unit of each college shall be of two kinds:
29 (a) initial and subsequent appointments which may be credited
30 towards tenure; and (b) tenure appointments.

31
32 4.7.1 Initial contract appointments normally not exceeding
33 one (1) year,

34
35 4.7.2 Contract appointments of not less than one (1) year nor
36 more than three (3) years through the seventh (7th) year of
37 service, and

38
39 4.7.3 Upon completion of a total of seven (7) year of service,
40 a tenured appointment.

41
42 4.8 Special Appointments Consistent with Article 2 and this Article,
43 "Special Appointments" are a valuable vehicle by which to bring to
44 the campus unusual knowledge, artistry or exceptional merit. Special
45 Appointments shall normally be of one year's duration.

46
47 4.8.1 Faculty members on special appointments shall receive
48 tenure eligibility credit for all consecutive full-time service
49 in the Connecticut State Colleges while on the special appoint-
50 ment.

51
52 4.9 Standards of Notice for Renewal and Denial of Tenure Appoint-
53 ments during the first six (6) years shall be deemed terminated for
54 the succeeding academic year beyond the term of appointment unless

1 proper notice of renewal has been given to the member as prescribed
2 below.

3
4 4.9.1 Members of the bargaining unit who are on one (1) year
5 contracts shall be notified in writing of renewal on or before
6 March 1, or for starting dates other than the beginning of the
7 fall semester, notice of renewal will be given not later than
8 three (3) calendar months prior to the termination date of the
9 appointments.

10
11 4.9.2 Members on two or three (2 or 3) year contracts shall
12 be notified of renewal or reminded in writing of contract
13 expiration on or before December 15 of their final year, or
14 for other starting dates not later than six (6) calendar
15 months prior to the end of their current appointment.

16
17 4.9.3 Members in their sixth year of employment and/or members
18 who have completed two full years shall be notified in writing
19 of renewal or reminded of contract expiration, including the
20 denial of tenure, on or before May 31 of the year preceding
21 their seventh academic year of service, or for other starting
22 dates, at least twelve (12) calendar months notice will be
23 given. In particular, members in their third or later years
24 of service who are given one (1) year contracts shall be noti-
25 fied of expected non-renewal at the beginning of their contracts.
26 A member in the sixth year of employment who does not receive
27 notice of denial of tenure as specified in this section shall
28 be deemed to have been awarded tenure.

29
30 4.10 Teaching Faculty and Presidential Responsibilities The parties
31 recognize that scholars have a particular responsibility to exercise
32 their expertise in a particular field or activity in judging the
33 work of their colleagues. In the exercise of such expertise it
34 is implicit that responsibility exists for both adverse and favor-
35 able judgments. In the areas of appointments, re-appointments, de-
36 cisions not to reappoint, promotions, the granting of tenure, and
37 dismissal, the exercise of faculty judgment through faculty personnel
38 committees is essential in the pursuit and fulfillment of the goal
39 of academic excellence.

40
41 It is also recognized that the College President has a particular
42 responsibility for the proper allocation of resources within the
43 college and the effective use of the facilities and personnel avail-
44 able. He is the chief planning officer of the institution and has
45 a special obligation to innovate, initiate and revitalize. He
46 may at times be required, working within the concept of tenure to
47 identify and to solve problems of obsolescence. In reallocating
48 personnel and resources to solve these problems, the President will
49 necessarily utilize the judgments of faculty, but in the interest
50 of academic standards he may also seek outside evaluations by schol-
51 ars of acknowledged competence.

52
53 A President who in disagreement with the recommendation of the ap-
54 propriate college committee denies tenure after completion of the

1 sixth year of service, or dismisses a tenured member, shall provide
2 the appropriate college committee with a written explanation. The
3 President's explanation shall be held in confidence by the Committee
4 subject to applicable statutes.
5

6 4.11 Evaluation of Teaching Members for Renewal, Promotion, Tenure
7 and Professional Assessment
8

9 4.11.1 Each non-tenured teaching member of the bargaining
10 unit in the first year of appointment shall receive written
11 evaluation of his performance each semester for purposes of
12 renewal. Thereafter, there shall be an annual written eval-
13 uation for the purposes of renewal and promotion. Tenured
14 members shall be considered automatically for promotion as
15 they become eligible (unless the member requests not to be
16 evaluated). In the next to penultimate year of the pre-
17 tenure period or earlier, if the member so requests, the non-
18 tenured member shall also be evaluated for tenure. These
19 evaluations shall be conducted by the Departmental Evaluation
20 Committee (DEC) and by the College-wide Promotion and Tenure
21 Committee in accordance with procedures to be developed by
22 the College Senate and approved by the College President in
23 an expeditious manner. Such procedures shall satisfy each
24 of the minimum standards set forth in Section 4.12 below and
25 may not be inconsistent with this Agreement. Copies of such
26 procedures shall be given to the CSC-AAUP, the Administration
27 and all members.
28

29 4.11.2 Each tenured teaching member shall receive a profes-
30 sional assessment evaluation every three years. When a mem-
31 ber receives a "marginal" evaluation where it is necessary
32 to evaluate a member more frequently than the three (3) year
33 interval, in an effort to assist, he shall be evaluated at an
34 increased rate appropriate to the problem. The evaluation
35 shall be conducted by the Departmental Evaluation Committee
36 (DEC) and the department chairperson and given to the member,
37 with a copy placed in the member's personnel file. Evaluations
38 shall be conducted in accordance with procedures established
39 by the College Senate in agreement with the College President.
40 Such procedures shall not be inconsistent with the terms of
41 this Agreement. Copies of such procedures shall be given to
42 the CSC-AAUP, the Administration and all members.
43

44 4.11.3 All evaluations completed by the DEC will be reviewed
45 by the appropriate Dean and Vice President as referred to
46 them by department chairpersons before transmitting a copy of
47 the evaluation to member and President.
48

49 4.12 Evaluation Procedures (Teaching Members)
50

51 4.12.1 By October 1 of each academic year the DEC shall in-
52 form each member to be evaluated in writing of (1) the fact
53 and the purpose of the evaluation, (2) the opportunity to
54 submit material to the DEC, and (3) the opportunity to appear

- 1 personally before the DEC prior to the DEC's recommendation.
2
- 3 4.12.2 By October 1 of each academic year the President or
4 his designee shall make available to the DEC the personnel
5 file of those members to be evaluated.
6
- 7 4.12.3 In making its evaluations the DEC shall seek and use
8 student and peer evaluations.
9
- 10 4.12.4 A member of the DEC shall absent himself from the
11 deliberations of the committee when his own case is being
12 considered.
13
- 14 4.12.5 In arriving at its judgments, the DEC shall consider
15 peer evaluations; student evaluations; department and college
16 service; any special conditions which were specified in writ-
17 ing at the time of the initial appointment or added later;
18 professional attainment; and scholarly productivity.
19
- 20 4.12.6 Criteria for recommending tenure shall be established
21 by the College Senate subject to the final approval of the
22 College President.
23
- 24 4.12.7 Criteria for recommending promotion shall be: (1)
25 eligibility, (2) quality of teaching, (3) service to the
26 college and/or research and publication, (4) professional
27 activity, and (5) years in rank. All bodies evaluating
28 members for promotion shall weigh the criteria listed above
29 in the order listed.
30
- 31 4.12.8 The DEC shall make a written recommendation with
32 supporting reasons which shall be signed by all members of the
33 DEC present and voting. A copy of negative recommendations
34 shall immediately be sent to the affected member. A copy of
35 all recommendations shall be placed in the member's personnel
36 file.
37
- 38 4.12.9 By November 1, the DEC shall transmit its recommenda-
39 tions to the appropriate Dean, together with all materials
40 submitted to and considered by the DEC.
41
- 42 4.12.10 By December 1, the Dean shall review and consider
43 all of the material submitted and make a recommendation, which
44 along with all of the previously submitted material, shall
45 be transmitted to the College-wide Promotion and Tenure Com-
46 mittee. A copy of negative recommendations shall immediately
47 be sent to the affected member. A copy of the Dean's recom-
48 mendation shall be placed in the member's personnel file.
49
- 50 4.12.11 By February 1, the Promotion and Tenure Committee
51 shall make a recommendation to the College President after
52 considering all previously submitted material and recommenda-
53 tions. A copy of the Promotion and Tenure Committee recom-
54 mendation shall be sent to the member at the time of issuance.

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The member shall be given an opportunity to appear before the Committee prior to its decision.

4.12.12 The President shall make his recommendations to the Board not later than April 1.

4.12.13 The Board shall announce its action not later than May 15.

4.12.14 All dates specified in this Section shall be accelerated when necessary to meet the standards of notice in Section 4.9 above.

4.13 Merit

4.13.1 For the duration of this Agreement merit shall be rewarded through the mechanism of promotion in rank, as provided for by the terms of this Agreement.

4.13.2 The Board and CSC-AAUP hereby agree to establish a commission to study and create a design for a system of compensation which will include merit, with implementation recommendations and timetable, to be submitted to the parties on or before January 10, 1979. Each of the parties shall name two members of this commission. The parties expect a merit system, based on this commission's recommendations to be implemented in the next collective bargaining agreement.

ARTICLE 5

FACULTY PARTICIPATION PROCEDURES

1 5.1 Before making appointment to the instructional faculty (mem-
2 bers of the CSC-AAUP bargaining unit), the College President shall
3 receive the recommendations of the affected department, division
4 head or designee who shall consult the department or division memb-
5 ers. A representative of the College President may take part in
6 the search for candidates, and the College President may require
7 the nomination of more than one candidate for any vacancy. In the
8 absence of recommendations from the department or division head,
9 the College President may make or recommend an initial contract
10 appointment, provided the responsible faculty members or faculty
11 agencies have failed to act within a reasonable period of time, or
12 cannot act because of the time limitations. Such an initial contract
13 appointment shall be reviewed by the department and/or division.
14 After receiving such recommendations, the President shall decide
15 whether to change the temporary appointment to a longer appointment
16 as defined in Article 4.7.

17
18 5.2 Appointments to the bargaining unit shall fall within the
19 following ranks:

20

21 Instructor	Librarian I,II,III,IV
22 Assistant Professor	Counselor I,II,III,IV
23 Associate Professor	
24 Professor	

25

26 5.3 Standards for the Respective Instructional Ranks Listed below
27 are the requirements which must be met for appointment to the respective
28 ranks, which shall be the only ranks within the bargaining unit.
29 In each case, the degree must be from a college or university regionally
30 accredited at the time of the award of the degree.

31
32 5.3.1 Instructor

- 33
- 34 A. An earned Master's degree in the appropriate field from
 - 35 an accredited college or university, or:
 - 36 B. Outstanding merit as recommended by the department involved
 - 37 and approved by the College President or his representative/
38 designee. C. Appropriate equivalency as recommended by the department
39 involved and approved by the College President or his rep./designee.

40 5.3.2 Assistant Professor

- 41
- 42 A. An earned doctorate degree or a terminal degree appropriate
 - 43 to the field, or;
 - 44 B. At least three years of full-time service in a college or
45 university, plus
 - 46 1. A Master's degree, plus
 - 47 2. An additional full year of study above the Master's
48 level, or;
 - 49 C. Outstanding merit as recommended by the department involved
50 and approved by the College President or his representative/designee.

1 D. Appropriate equivalency as recommended by the department
2 involved and approved by the College President or his repre-
3 sentative/designee.
4

5 5.3.3 Associate Professor
6

7 A. An earned doctorate or a terminal degree appropriate to one's
8 field plus at least five (5) years of full-time service in a
9 college or university in a rank above instructor, or:

10 B. Outstanding merit as recommended by the department involved
11 and approved by the College President or his representative/
12 designee, or;

13 C. Appropriate equivalency as recommended by the department
14 involved and approved by the College President or his repre-
15 sentative/designee.
16

17 5.3.4 Professor
18

19 A. Earned doctorate or a terminal degree, plus; at least eight
20 (8) years of full-time service in a college or university, in-
21 cluding at least five (5) years at the rank of Associate
22 Professor, or;

23 B. Outstanding merit as recommended by the department involved
24 and approved by the College President or his representative/
25 designee.

26 C. Appropriate equivalency as recommended by the department
27 involved and approved by the College President or his repre-
28 sentative/designee.
29

30 5.3.5 The President may, in rare instances, where he perceives
31 that a tangible injustice would be committed, recommend a mem-
32 ber to the Board for promotion for reasons of outstanding merit
33 or appropriate equivalency despite the refusal of the member's
34 department to so recommend.
35

36 5.4 The designation of Emeritus Professor shall be bestowed by the
37 Board upon retiring members of the full-time faculty upon recommen-
38 dation of the department and/or approval by the College President
39 or recommendation by the College President. Emeriti shall be
40 afforded at least the following privileges: full library privileges,
41 catalog listing, a printed certificate, professional use of the
42 title, invitations to college functions, and inclusion on the mailing
43 lists for all college publications.
44

45 5.5 When a Senate makes a written recommendation to the President,
46 the President shall acknowledge and respond to the recommendation
47 in writing within fifteen (15) school days of receiving the Senate's
48 recommendation.
49

50 5.6 A majority of the membership in the College Senate shall be drawn
51 from the faculty.
52

53 5.7 The College Senate shall adopt a written constitution and by-
54 laws upon ratification by a majority of its constituency. The College

1 Senate and all college-wide standing committees shall adopt written
2 rules of order approved by the college Senate or by another process
3 consistent with the Senate's Constitution. The Constitution and
4 by-laws, which become effective upon Presidential approval, shall
5 be consistent with state and national laws, and the terms of this
6 Agreement. The Constitution and by-laws must be consistent with
7 each other.
8

9 5.8 The College Senate shall adopt written Rules of Order specifying
10 the policies, procedures and criteria governing nomination and
11 election to college bodies under its jurisdiction or as assigned
12 to its responsibilities by this Agreement.
13

14 5.9 Each college under the direction of its President shall prepare,
15 publish and distribute to faculty a faculty handbook which shall
16 contain as least:
17

18 5.9.1 A complete and up-to-date copy of this Agreement
19

20 5.9.2 A diagram showing the administrative and academic or-
21 ganization of the college, and the State College System.
22

23 5.9.3 Procedures detailing the channels of communication and
24 decision making among individuals, departments, committees
25 and governing bodies.
26

27 5.9.4 A complete and up-to-date copy of the College Senate
28 by-laws and by-laws of other college bodies.
29

30 5.9.5 The Handbook shall not be inconsistent with expressed
31 provisions of this Agreement.
32

33 5.10 The Board endorses the concept of participation of Instructional
34 Faculty in the process of selection of academic administrators.
35

36 5.11 Departments of a college shall be established by the college
37 Administration with the advice of the College Senate, according
38 to criteria or commonality of interest and academic purpose, with-
39 out any numerical limits on size. Divisions or other major group-
40 ings of departments with some common interest may also be formed.
41

42 5.12 Except as specifically provided in other sections of this
43 Agreement, the academic department is the structure through which
44 the instructional faculty shall participate in academic and personnel
45 matters.
46

47 5.13 Departments shall express their decisions by majority vote of
48 full-time members, except where otherwise provided by this Agreement
49 or in the department's by-laws.
50

51 5.14 The department shall have responsibility for the content and
52 development of courses, curriculum and programs of study within its
53 discipline, research and service, and for evaluation of the performance
54 of department members, subject to all other provisions of this Agreement.

1 The academic department may establish and administer policies
2 on grading and admissions to and academic standings in its pro-
3 grams, provided such policies are consistent with college-wide
4 policies.
5

6 5.15 Each department shall have written by-laws consistent with
7 this Agreement describing its structure and procedures; such by-
8 laws shall require approval by a majority of the full-time department
9 members. A copy of such by-laws shall be filed with the College
10 Senate, the respective Dean and the Vice President for Academic
11 Affairs.
12

13 5.16 Each department shall keep minutes of all department meetings,
14 and meetings of its standing committees and, with the exception of
15 DEC minutes, such minutes will be available to all department mem-
16 bers, the respective Dean and the Vice President for Academic Affairs.
17

18 5.17 The department chairperson has the dual responsibility of lead-
19 ing the department in fulfilling its responsibilities in academic
20 and personnel areas and of facilitating the functioning of the de-
21 partment in all its varied activities. The department chairperson
22 is the normal channel of communication between the department,
23 other departments, divisions, offices and the administration.
24

25 5.18 The department chairperson shall be chosen for a term not
26 to exceed three (3) years. The exact mode of choice and term of
27 office shall be determined by mutual agreement between the College
28 Senate and President of each College.
29

30 5.19 In specific articles of this Agreement where the action of
31 the College President is predicated upon receipt of a recommendation
32 from a faculty body and where a time interval for such recommendation
33 is prescribed by this Agreement or developed between a College Senate
34 and a President pursuant to this Agreement, the President may act sev-
35 en (7) days after the time limit established in this Agreement or pur-
36 suant to this Agreement has elapsed without receipt of such faculty
37 recommendation. Actions by the President in such instances shall be
38 reasonable and consistent with the terms of this Agreement.
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ARTICLE 6

COUNSELORS

1 6.1 The duties of counseling faculty shall include counseling in all
2 areas essential to the student and academic community, consultation
3 with teachers, administrators and parents; completing the necessary
4 reports and other supporting paperwork. . .
5

6 6.2 Where applicable, present counseling faculty shall be returned
7 to their instructional faculty rank held prior to the issuance of the
8 Personnel Policies adopted June 13, 1975, and subsequently revised and,
9 also tenured appointment if previously held. Those who did not
10 hold tenure will continue on continuing appointment, if so held or
11 be eligible for such. "Continuing Appointment" shall be defined
12 as the right of a member to continuous employment in the member's
13 college, which may be terminated only for cause as defined below in
14 Article 16 or upon reaching the mandatory retirement age of 70.
15

16 6.2.1 Counselors shall be listed in the College Catalog
17 identified by their counselor rank and faculty rank where
18 applicable.
19

20 6.3 Both parties to this Agreement recognize and endorse the
21 participation of counseling faculty in the governance of the
22 academic community.
23

24 6.4 Both present counseling faculty and new appointments shall have
25 one of two choices for their career development:
26

27 6.4.1 By mutual consent with any college department, and con-
28 sistent with that department's practices, they may join a
29 department as a member and enjoy all faculty privileges as
30 established in this Agreement, including promotion through the
31 instructional faculty ranks in conformance with the standards for
32 such ranks. Such counselors must teach at least three credit
33 hours per year.
34

35 6.4.2 Those counselors not joining a department will be eligible
36 for continuing appointment and promotion through the counselor
37 ranks. The standards of rank for counselors I, II, III, and IV shall
38 be exactly those in Instructor, Assistant Professor, Associate
39 Professor, and Professor respectively. Promotion shall be recom-
40 mended by the college-wide Promotion and Tenure Committee.
41

42 6.5 Reduced time in the Counseling Center will be provided to counseling
43 faculty teaching in a department appropriate to such responsibility. The
44 amount of this reduced time shall be determined by mutual agreement among
45 the individual counselor, Director of the Counseling Center or Dean of
46 Student Affairs where applicable.
47

48 6.6 Counselors will work an average of thirty-five (35) hours per week
49 over a ten (10) month work year. However, as the scheduling or such work
50 requires considerable flexibility in order for the counselor to effectively
51 meet his duties, such work schedules will be mutually determined by the

1 individual counselor and his Director or Dean of Student Affairs where
2 applicable.

3

4 6.7 Counselors will receive one and two-thirds (1 2/3) vacation days
5 per each month worked, and also all state holidays that occur during
6 their scheduled work year.

7

8 6.8 To insure confidentiality in student counseling, counselors
9 will be provided with private offices, in which every effort will be
10 made to make them as sound proof as possible. Where possible, waiting
11 areas will be provided in the Counseling Center. In addition,
12 access to a secretary will be provided.

13

14 6.9 It shall be the goal of the Connecticut State College System to
15 have no less than one (1) counselor for every one thousand (1000)
16 FTE day students or fraction thereof on each college campus.

ARTICLE 7

LIBRARIANS

1 7.1 In recognition of the professional status of librarians and to
2 capitalize on current State College Personnel, the library director
3 will meet on a regularly scheduled basis with his staff in order to
4 discuss goals, policies and service objectives of the library in the
5 academic community.
6

7 7.2 Subsequent to the meeting with the library director, the library
8 faculty will meet independently to discuss ways and means by which the
9 goals, policies and service objectives of the library can be fulfilled
10 with given library resources. The library faculty will reduce their
11 recommendations, including recommended personnel actions, to writing
12 for transmittal to the library director. In order to facilitate
13 ongoing communication with the library director on these matters, the
14 librarians may select a spokesperson who shall act as an interface on
15 such matters. In addition, this spokesperson shall act as facilitator
16 for participation of the library faculty in the academic community.
17 Both parties to this Agreement recognize and endorse the participa-
18 tion of library faculty in the governance of the academic community.
19 Library faculty, in conjunction with the library director, shall
20 strive to develop a system of peer participation regarding library
21 division affairs.
22

23 7.3 The duties of the library faculty shall include: central
24 responsibility for developing the library collections, for extending
25 bibliographic control over those collections, for instructing
26 students both formally in the classroom and informally in the
27 library, and for advising faculty, scholars, and the community in the
28 use of these collections. Library faculty will normally be assigned
29 general responsibilities within a particular area of competence.
30

31 7.4 Library faculty in performance of their various professional re-
32 sponsibilities shall be scheduled for no more than 35 hours per week,
33 some of which may be performed elsewhere than in the library building.
34

35 7.5 The library faculty's schedule shall be based on academic program
36 need. Such schedules shall be recommended by the librarians for re-
37 view and approval by the Director.
38

39 7.6 The recommendations of the American Library Association concern-
40 ing the recommended numbers of support staff per librarian shall be
41 the goal of the Connecticut State Colleges.
42

43 7.7 The work year of librarians shall be twelve (12) months with
44 twenty (20) vacation days. Vacation time for librarians shall be cal-
45 culated at the rate of one and two-thirds (1 2/3) or (1.66) days
46 per month of employment.
47

48 7.8 A library faculty member may teach up to three credit hours per
49 semester with the approval of the library director. Library faculty
50 members shall be compensated on a released time basis as follows:

1 The number of credit hours taught per week divided by the number
2 of weeks per semester multiplied by thirty-five (35) equals
3 released time per week.
4

5 7.9 Librarians engaged in the purchase of serials and continuing
6 items shall be competent to commit funds in advance for standing
7 orders and the like; the amount of such commitments shall not exceed
8 twenty-five (25%) percent of that year's annual budget for acquisition.
9 Such amounts will be calculated without reference to budgets for
10 subscription and contractual services such as, but not limited to,
11 service contracts for maintenance of mechanical equipment book-
12 binding service and the like.
13

14 7.10 The standards for rank for Librarians I,II,III, and IV shall
15 be exactly those of Instructor, Assistant Professor, Associate
16 Professor, and Professor respectively. Promotion shall be recommended
17 by the college-wide Promotion and Tenure Committee.

18 7.11 Where applicable, present library faculty who hold a tenured
19 appointment shall continue to hold such appointment. Those who
20 did not hold tenure will continue on continuing appointment, if so
21 held, or be eligible for such appointment. "Continuing appointment"
22 shall be defined as the right of a member to continuous employment
23 in the member's college, which may be terminated only for cause as
24 defined below in Article 16 or upon reaching the mandatory retirement
25 age of 70.
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ARTICLE 8

WORKING CONDITIONS

1 8.1 Working Conditions Working conditions may be categorized into
2 those pertaining to professional matters and those involving the
3 health, safety, and security of all persons when using state property.
4 Professional working conditions are those that directly affect a
5 member's ability to adequately perform his duties. If high standards
6 of excellence are to be sought in the system, professional working
7 conditions must be maintained and improved at a level of high quality.
8 The ideal standards include: an office for each member equipped with
9 a telephone and those furniture items pertinent to his assigned re-
10 sponsibilities, e.g., sound-proofing for counselor's offices, instruc-
11 tional spaces equipped with up-to-date instructional equipment, mater-
12 ials and aids, adequate support services and appropriate library
13 holdings such that a maximum amount of the member's time will be
14 devoted to his assigned duties and responsibilities.
15

16 In order to safeguard the health, safety, and security of all per-
17 sonnel, students, and the public, and in order to avoid liability,
18 the parties shall make every effort to attain and maintain the stan-
19 dards prescribed and recommended by OSHA, NFPA, and local, state, and
20 federal ordinances and guidelines.
21

22 8.2 Committee on Working Conditions It is recognized that the prob-
23 lems and priorities will differ on each campus and involve the inter-
24 ests of the entire college community. Therefore, the Senate on each
25 campus shall establish a joint Committee on Working Conditions con-
26 sisting of two (2) administrators, four (4) faculty members (each
27 from different areas of interest), two (2) representatives from
28 the classified personnel, and one (1) student representative selec-
29 ted by the student governing body. The rules governing this committee
30 and its actions must be approved by the local college Senate and
31 Administration. This Committee will be empowered to:
32

33 ..Identify and investigate working condition problems on each
34 campus; prioritize the problems; obtain cost estimates to
35 resolve the problems and make recommendations for budgetary
36 submissions to the Legislature relative to such problems.
37

38 ..Develop a budget request formula on each campus to be utilized
39 in proposing budget requests each year to the Legislature on
40 matters pertaining to working conditions. As soon as the
41 aforementioned formula is developed by the Committees it will
42 be submitted to the Chief Financial Officer of the CSC Central
43 Office for review and approval. Subsequent to this latter
44 approval, it will be utilized by the CSC system in developing
45 the amounts of budget requests to the Legislature for items
46 related to working conditions. These requests will indicate
47 any possible liability situations.
48

49 ..In consultation with the local management assign the distri-
50 bution of funds that are available to deal with the problems

1 identified and prioritized on each campus.

2
3 8.3 Space Security In order to provide adequate security and pro-
4 tection of personnel, property, and equipment, all areas will be pro-
5 vided with adequate locks and patrol of the campus by security per-
6 sonnel. Each faculty member shall be provided with access to areas
7 pertinent to his responsibilities including a key to the building
8 containing his office, in accordance with local campus policy as
9 determined by the College President in consultation with the Committee
10 on Working Conditions. Local campus policies will address the prob-
11 lems of control and responsibility governing any keys assigned to
12 members.

13
14 8.4 Parking Spaces. All faculty members will have a free parking
15 space as close to their assigned office as possible. Parking spaces
16 will be included in the patrol duties of the security department.

17
18 8.5 Support Services

19
20 8.5.1 Department secretaries will be available in their
21 departmental office throughout the calendar year except during
22 registration periods¹ or where working conditions within the
23 building dictate they be moved. Secretarial and clerical staff
24 will increase in accord with departmental needs, dependent upon
25 number of authorized positions available and funding.

26
27 8.5.2 Work study students and/or paid student assistants will
28 be provided for department and campus services where such as-
29 sistance will facilitate the provision of college activities and
30 where the number of students available is limited, priorities
31 will be assigned by the Committee on Working Conditions.

32
33 8.5.3 Duplication of instructional materials and professional
34 work, directly related to college activities shall be free of
35 charge and readily accessible, including adequate copying machine
36 services for faculty and support service use. It is recognized
37 that if the latter privilege is abused, departmental budgets for
38 such services will be instituted for control purposes. Judgment
39 of abuse will be decided by the Committee on Working Conditions.

40
41 8.5.4 The present campus schedules for interdepartmental and
42 extra-college mail services shall be maintained.

43
44 8.5.5 For payroll and record purposes each
45 department chairperson will submit a statement only of days
46 absent from assigned duties for each member of a department,
47 indicating whether they are sick leave days, personal leave
48 days, etc. A faculty member may have his pay checks deposited
49 directly in the bank (by making the necessary local arrangements).
50 Paychecks may also be picked up by the departmental secretary or
51 a designated departmental representative.

52
53 ¹At a department's option, the secretary's responsibility at
54 registration may be filled by a department member.

1 8.5.6 Faculty members will have access to free copying services
2 in the libraries for duplication of reasonable amounts of pro-
3 fessional material. The libraries will provide inter-library
4 loan services to the faculty in order to facilitate obtaining
5 reprints, instructional materials, journals, and books not con-
6 tained in their holding. Every effort will be made to improve
7 the conditions of the CSC libraries in order that appropriate
8 instructional standards may be achieved. To this end, a sub-
9 committee of the Committee on Working Conditions will study the
10 quality of the present holdings and in cooperation with the
11 BOT a separate request for appropriations will be made to
12 the Legislature to provide special funds on a pro-rated basis
13 to ameliorate these conditions and bring the libraries in time
14 to the accepted ALA standards.
15

16 8.5.7 Equipment and Supply Budgets Each college will allocate
17 funds from its annual budget to departments for the purchase
18 of equipment and supplies. The allotments will be made by the
19 local College administration after consultation with the
20 Departments involved. Barring demonstrable fiscal exigencies
21 such allocations shall not be arbitrarily withdrawn, reduced,
22 postponed or cancelled once made.
23

24 8.5.8 Professional Organizations Members with specific duties
25 in a national, regional or state professional organization will
26 receive funding and secretarial support for activities which bring
27 credit to the State Colleges within the limits of budgetary
28 constraints. Arrangements for such support shall be by the mem-
29 ber in consultation with the chairperson of his department and
30 the appropriate Dean. This clause shall not be construed to
31 include labor organizational activities involved with collective
32 bargaining and related matters.
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ARTICLE 9

WORKLOAD

1 9.1 It is recognized that faculty work outside specific requirements
2 updating their skills through appropriate review of professional
3 journals, participation in curriculum revisions, course updating,
4 pursuit of research, publication and similar related activities.
5

6 Work year for Teaching Members: The work year for all members
7 of the bargaining unit, excluding librarians and counselors, shall
8 be that period which begins on the first day of the academic year
9 as published by the Board and terminates on the last day of the
10 published academic calendar; 1977-78 August 30-May 31; 1978-79,
11 August 30 - May 31. For all teaching members of the bargaining unit,
12 the academic year shall be two (2) semesters. Each semester shall be
13 for a maximum of seventeen (17) weeks including seventy-five (75)
14 days of instruction and evaluation and ten (10) days for registration,
15 academic counseling, convocations and and statutory paid holidays,
16 exclusive of Saturdays and Sundays. The semester shall not include
17 scheduled vacations. The spring semester shall also include the
18 commencement exercises no later than fifteen days after the end of the
19 final examination period.
20

21 9.1.1 A three hundred (300) Student Contact Hour LDE ratio
22 shall be the goal for the Connecticut State College System.
23

24 9.2 Except where otherwise provided in this Agreement, credit hour
25 equivalent for instruction shall be:
26

27 One (1) class hour of lecture	equals one (1) hour load credit
28 One (1) class hour science laboratory	equals three quarters hour load
29 One (1) class hour industrial/technical lab	equals three quarters hour load
30 One (1) class hour of physical education "	" " " " "
31 One (1) class hour of psychology laboratory"	" " " " "
32 One (1) class hour of fine arts laboratory	equals three quarters (3/4) hour 33 load.

34
35 Where three quarters hour load credit is not currently assigned to
36 the above activities, the load hour credit shall be improved to equal
37 three quarters (3/4) hour load credit by fall semester 1978.
38

39 9.2.1 Supervisors of student teachers shall earn a minimum of
40 one (1) hour of load credit for each two (2) students supervised.
41

42 9.3 The provisions of this section shall not be construed as per-
43 mitting an increase in traditional class size norms. The purpose of
44 additional credit for instruction of large classes is to insure
45 increased instructor time to meet student needs. The instructional
46 load for teaching members shall be twelve (12) credit hours per
47 semester. Credit in excess of normal credit hours for a 3 SH course
48 shall be allowed for classes which fall within the following range:
49

<u>Enrollment</u>	<u>Additional Credit</u>
44-80	1 additional credit hour
81-175	2 additional credit hours
176 and over	3 additional credit hours

Class size will be determined by enrollments at the end of the third week of each semester. In the event this figure varies from the limit on class size set at the time of registration, adjustments in load will be made in accordance with section 9.4. Where such load credit is not currently applied the load credit formula above shall be 45-80, Fall semester 1977; 44-80, Spring 1978 and thereafter.

9.4 Credit hours allowed for specialized assignments such as social work practicum, field experience, nursing clinical practice, coaching, athletic training, thesis supervision, independent study direction, and instructional student activities will be determined in letters of agreement to be negotiated between the chief academic officers of the respective colleges and CSC-AAUP in consultation with the Executive Director for the CSC or his designee. These letters will be affixed to and become part of this contract within ninety (90) days.

9.5 In cases in which a teaching member's load in any semester is either below or in excess of twelve (12) credit hours, that individual will within the next three semesters have an altered load which assures an average of twelve (12) credit hours per semester.

9.6 Released Time

Credit for purposes of determining load will be determined by the appropriate Dean in cooperation with the department chairperson. Chairpersons shall receive credit for their responsibilities under the following formula:

<u>Full Time Department Members</u>	<u>Load</u>
1-5	3
6-15	6
16-25	9

In departments having more than twenty-five members, three credit hours will be allowed for an assistant chairperson for specific administrative duties. Additional released time for administrative and quasi-administrative duties performed by teaching members may be allowed. No teaching member of the bargaining unit shall teach less than three credit hours per semester.

9.7 No member with a class, college or department assignment scheduled after 6:00 P.M. on one day shall be given any assignment prior to 9:00 A.M. on the next day without the member's consent.

Recommended scheduling of all academic assignments shall be submitted by the department through normal channels to the Office of the Registrar.

1 Conflicts shall be resolved by the appropriate Dean or Vice
2 President working cooperatively with the department chairperson and
3 the registrar.
4

5 9.8 In staffing of instructional assignments throughout the college,
6 summer session, and intersession assignments, full-time faculty shall
7 be the primary source of personnel.
8

9 9.9 Teaching members are expected to be available to meet their
10 obligations and student needs and shall be required to hold office
11 hours appropriate to the needs of their students and their academic
12 discipline. Each member shall schedule and conduct at least five
13 (5) office hours per week. Office hours shall be scheduled at least
14 three (3) teaching days per week in agreement with the department
15 chairperson and will be posted on the appropriate departmental office
16 bulletin board and reported by the department chairperson to the
17 appropriate Dean or Vice President. This requirement may be tempor-
18 arily increased by the appropriate Dean during registration periods.
19 The Board and CSC-AAUP agree that all students will be given adequate
20 advising by faculty during registration and throughout the school
21 year to assure the pursuit of sound educational objectives.
22

23 9.10 Visiting or part time faculty shall not teach more than twenty
24 (20) percent of the credit hours in any department of the day college.
25 This requirement does not include temporary substitutes. Exceptions
26 may be made by agreement between CSC-AAUP and the College President.
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ARTICLE 10

SUMMER SCHOOL-INTERSESSION

1 10.1 For purposes of the Agreement, (a) "summer session" refers to
 2 one or more sessions of classes and/or other organized educational
 3 activities which are scheduled to occur between the end of the
 4 Spring semester and the beginning of the Fall semester, and (b)
 5 "intersession" refers to one or more sessions, classes and/or other
 6 organized educational activities which are scheduled to occur be-
 7 tween the end of the Fall semester and the beginning of the Spring
 8 semester or during another period outside of the normal academic
 9 year. Current arrangements which benefit the members of the bar-
 10 gaining unit shall be continued and improved when possible.
 11

12 10.2 Summer Session and Intersession Compensation Base pay for sum-
 13 mer session for 1978 and any intersession scheduled for 1978 shall be
 14 increased by 12% as reflected in the new rate schedule below:
 15

	<u>Per Credit Hour</u>	<u>6SH</u>
18 Prof.	\$465.00	\$2,800.00
19 Assoc.	\$400.00	\$2,400.00
20 Asst.	\$330.00	\$1,980.00
21 Inst.	\$295.00	\$1,775.00

22
 23 10.3 Scheduling Tentative agreements for summer session employment
 24 shall be offered not later than April 1st of each year and for inter-
 25 session not later than October 1st of each year.
 26

27 10.4 Joint Summer Session Intersession Committee Within sixty (60)
 28 days after the effective date of this Agreement, a committee of
 29 four (4) designated CSC-AAUP representatives and four (4) designated
 30 management representatives shall be established to bring recommendations
 31 to CSC-AAUP and the Board to meet the following goals:
 32

33 A. To attain general fund support for the intersession and
 34 summer session of the Connecticut State Colleges.
 35

36 B. To provide a credit-hour-equivalent compensation policy
 37 for department chairpersons with summer session responsibil-
 38 ities at the local campus.
 39

40 C. To develop a class cancellation policy consistent with the
 41 knowledge and expertise of the department chairpersons on
 42 the local campus.
 43

44 D. To provide such other information to both CSC-AAUP and the
 45 Board as will be useful in a full negotiations of summer school
 46 and intersession compensation and policy.
 47

48 10.5 Said Committee shall report its finding to CSC-AAUP and the
 49 Board as soon as possible on or before April 1, 1978. Negotiations for
 50 the summer session and intersessions shall begin not later than May 1, 1978.

ARTICLE 11

COMPENSATION

1 11.1 The parties to this Agreement recognize the importance of
2 providing appropriate compensation as an essential component in
3 the delivery of quality higher education programs.
4

5 11.2 Salary Adjustments
6

7 11.2.1 Effective December 31, 1976, individual salaries shall
8 be increased by 6.6% of the base salary being received as of
9 February 2, 1977 prior to implementation of this Agreement.
10 The initial base salary is defined by the member's rank and
11 step on the compensation schedule effective February 2, 1977.
12 The base salary for all other purposes is the member's ini-
13 tial base salary adjusted as per this Agreement.
14

15 11.2.2 Effective August 26, 1977, individual salaries shall
16 be increased by seven (7%) percent of the base salary being
17 received as of August 25, 1977.
18

19 11.2.3 Effective August 25, 1978, individual salaries shall
20 be increased by five (5%) percent of the base salary being
21 received as of August 24, 1978. In addition, each member's
22 bi-weekly base pay shall be increased by nineteen dollars and
23 five cents (\$19.05) as of August 25, 1978, that is by \$400 ←
24 during fiscal 1978-79. This latter increase is intended to
25 partially offset the effect of the increment lost in 1972-73.
26

27 11.2.4 Except for the purpose of librarian promotion prior to
28 June 30, 1978, it is understood that the incremental step
29 system which has existed pursuant to Statute 5-210 is no longer
30 in effect.
31

32 11.3 Entry Levels Entry levels for the four academic ranks shall
33 be as follows:

	<u>1977-78</u>	<u>1978-79</u>
34 Instructor	\$12,750	\$13,350
35		
36 Assistant Professor	14,200	14,850
37		
38 Associate Professor	17,800	18,450
39		
40 Professor	20,800	21,500
41		
42		

43
44 11.4 Librarians
45

46 11.4.1 For purposes of this section only, the terms "salary
47 group" and "salary step" refer to the various groups and steps
48 of the Connecticut Salary Schedule in effect Feb. 2, 1977, and
49 "adjusted salary step" means a salary step of the May 10, 1974

1 schedule which has been adjusted by successive increases of
2 6.6% and 7%.

3
4 11.4.2 In order to provide librarians with compensation comm-
5 ensurate with their responsibilities and status as described
6 in Article 7 of this Agreement, the parties agree that librarians'
7 pay shall be adjusted as follows:

8
9 During fiscal 1976-77 and 1977-78, librarians' pay shall be
10 adjusted in accordance with 11.2 above. On July 1, 1978, a
11 librarian who was on a particular step of a salary group for
12 Librarian I, II, III, or IV as of December 31, 1976, and who
13 was not promoted between December 31, 1976 and June 30, 1978,
14 shall be paid at a rate equal to the corresponding adjusted
15 salary step of salary group 18, 20, 25, or 28, respectively.
16 If said librarian is promoted between December 31, 1976 and
17 June 30, 1978, his promotion shall follow the usual procedure
18 as used prior to this Agreement, and his new step shall become
19 the operative librarian rank step for purposes of the July 1,
20 1978 salary adjustment as described herein. In addition, if
21 said librarian's new base salary after promotion has not been
22 increased over his pre-promotion base salary adjusted as per
23 this contract by at least the amounts listed below, his new
24 base salary shall be adjusted to include such an increase.
25 Minimum increase for promotion shall be: To Librarian I -
26 \$400; to Librarian II - \$500; to Librarian III - \$600; to
27 Librarian IV - \$700.

28
29 11.5 Promotions

30
31 11.5.1 Promotion in rank is the principal method by which the
32 academic community recognizes merit in teaching, research and
33 intellectual or artistic contribution to a learned campus society.
34 Accordingly, the State College System makes available a number
35 of promotions each year to recognize the contribution of its
36 members.

37
38 11.5.2 The parties agree that the cost of promotions will
39 continue to be financed within the appropriation for Personal
40 Services inasmuch as the cost of promotions normally is offset
41 by savings in Personnel costs.

42
43 11.5.3 For the duration of this contract, compensation for
44 promotions shall be effected by adding a fixed dollar amount
45 to the annual base salary in addition to the adjustments des-
46 cribed in Section 11.2, according to the following schedule:¹

47		
48	to Instructor	\$400
49	to Assistant Professor	\$500
50	to Associate Professor	\$600
51	to Professor	\$700
52		

53
54 ¹ To facilitate the award of the many needed promotions in 1977-78,
55 each member promoted in that year shall receive only 90% of the
stated promotion adjustment during that year.

1 If a member's promotion adjustment as described herein results
2 in a base salary which would be less than the entry level
3 salary of his new rank, that new rank entry level salary shall,
4 be the member's new base salary.
5

6 11.6 Inequities The Board and CSC-AAUP shall each appoint two
7 individuals to a study commission to investigate whether inequities
8 in salary exist among members because of the transition from the pre-
9 vious promotion compensation system to the one described herein. This
10 commission shall report to the Board and CSC-AAUP its findings and
11 recommendations for cure of any inequities found. The Board hereby
12 agrees to implement any cures of inequity which are proposed for
13 1978-79 by the study commission, approved by CSC-AAUP, and can be
14 accomplished for total cost not exceeding \$20,000.
15

16 11.7 Professional Enrichment The parties agree that at least
17 \$28,000 of the fiscal 1978-79 budget shall be allocated for pro-
18 fessional enrichment purposes. Such purposes include (but are not
19 limited to) professional travel for educational purposes, payment
20 of page charges for publication in learned journals, and sabbatical
21 leaves.
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ARTICLE 12

LEAVES AND FRINGE BENEFITS

1 12.1 Personal/Religious Leave Up to three (3) days of personal leave
2 with pay may be taken within each calendar year. To be eligible for
3 personal leave a member must have been in the employ of the Board
4 of Trustees on a full-time basis for six (6) months. Members who
5 desire such leave are required, except in an emergency, to inform the
6 Department Chairperson in advance. Personal leave of absence days
7 not taken in the calendar year in which they are granted shall not
8 be accumulated. Religious leave in excess of the three (3)
9 personal days may be taken without loss of pay if the Department
10 Chairperson is satisfied that the member's responsibilities will be
11 met.

12
13 12.2 Sick Leave All full-time members accrue sick leave with pay for
14 continuous service at the rate of one and one-quarter ($1\frac{1}{4}$) days per
15 calendar month of contracted service from the date of initial employ-
16 ment. Each full-time member shall be credited at the commencement of
17 the work year with a full work year's anticipated sick leave accrual.
18 (For example, a 10 month employee would be credited with a total of
19 12.5 sick leave days, $1\frac{1}{4} \times 10 = 12.5$ days, $1\frac{1}{4} \times 12 = 15$). The
20 number of days credited shall be based upon the member's work year.
21 A member who has been credited with a full work year's sick leave
22 days and whose services with the Connecticut State College system are
23 terminated prior to the end of the contract year for whatever reasons
24 (termination, resignation, retirement) shall have deducted from his terminal
25 salary any sick leave days used beyond what he would have received at the
26 accrual rate of $1\frac{1}{4}$ days per month.

27 All part-time faculty members in the bargaining unit accrue sick leave
28 with pay for continuous service from the date of initial employment
29 at the rate of one and one-quarter ($1\frac{1}{4}$) days per calendar month mul-
30 tiplied by the following fraction: the number of hours worked per
31 week divided by 35. Earned sick leave is granted to a member for the
32 following reasons: (1) incapacitation for duty; (2) dental,
33 medical or eye examination or treatment for which arrangements cannot
34 be made outside of working hours; (3) when presence at work will expose
35 others to contagious disease; (4) in the event of death in the
36 immediate family, when as much as three (3) working days' leave with
37 pay shall be granted (immediate family means husband, wife, father,
38 mother, sister, brother, or child, or any other relative who is
39 domiciled in the faculty member's household) (5) if critical illness
40 or severe injury in the immediate family creates an emergency which
41 requires the attendance or aid of the professional staff member,
42 when up to three (3) working days with pay in a calendar year shall
43 be granted; (6) the President may also grant necessary time, not
44 to exceed in the aggregate a total of three (3) working days' leave
45 per calendar year, to fulfill the obligations of traveling to, attend-
46 ing, and returning from funerals of persons other than members of
47 the immediate family. An acceptable medical certificate is required
48 to substantiate a request for sick leave in the following situations:
49 any period of absence of more than five (5) consecutive working days
50 where appropriate; leave of any duration if absence from duty recurs

1 frequently or habitually provided the employee has been notified
2 that a certificate will be required; leave of any duration when
3 evidence indicates reasonable cause for requiring such certificate.
4

5 12.3 Compensation at Retirement Upon retirement, pursuant to
6 Connecticut General Statute, Chapter 66, or Chapter 167, a faculty
7 member shall be compensated at the rate of one-fourth ($\frac{1}{4}$) of his daily
8 salary for each day of sick leave standing to his credit as of his
9 last day on the active payroll, up to a maximum of an equivalent
10 of sixty (60) days pay.
11

12 12.4 Maternity Leave An employee is entitled to a maternity leave
13 of absence for a period of four (4) months. During the period of
14 actual disability, sick leave shall be granted under exactly the same
15 terms and conditions that sick leave would be granted for any other
16 temporary disability. "Disability" is defined as the hospital stay
17 and any period prior to and subsequent to delivery certified by the
18 attending physician as that period of time when an employee is unable
19 to perform the requirements of her job. The employee shall be grant-
20 ed the use of earned vacation time and/or leave without pay.
21

22 Upon expiration of maternity leave the employee may be granted a
23 child rearing leave which will be granted in accordance with Section
24 12.7 of this Agreement (State Statute to retain seniority, etc.).
25

27 12.5 Sabbatical Leave Sabbatical leave is educational leave. Sabbatical
27 leaves are granted only for the benefit of the Connecticut State Colleges
28 and must be for purposes of scholarly and creative endeavors that
29 advance the professional competence, enrich the teaching, or enhance
30 the research of the member to the benefit of the Colleges. Upon the
31 completion of six (6) years of full-time service, a member is eligible
32 to be considered for a sabbatical leave. After a sabbatical leave,
33 a person does not again become eligible until the completion of an
34 additional six (6) years of full-time service. The number of sabbatical
35 leaves available each year is limited and depends upon the availability
36 of funds. Leaves are granted without regard to seniority or the num-
37 ber of years a person has been eligible for a sabbatical. Proposals
38 for such leaves must be submitted in writing as prescribed in College
39 regulations. Each proposal will be judged on its merits through a process
40 proposed by the College Senate and approved by the College President.
41 The Board of Trustees will grant sabbatical leaves only upon the rec-
42 ommendation of the College President. A sabbatical leave may be
43 granted for either a full year at half pay or a half year at full pay.
44 An employee on full-time pay shall continue to accrue sick leave, long-
45 evity credit, and retirement credit. An employee to be eligible for
46 longevity payment during the sabbatical year must be on the payroll
47 on either April 1 or on October 1 of the year in question.
48

49 12.6 Educational or Professional Leave Members may receive at the
50 discretion of the President leave with pay for up to five (5)
51 working days for each occurrence which may or may not be consecutive.
52 Such leaves must be for the benefit of the Connecticut State Colleges
53 and may include such activities as attendance at conventions, profes-
54 sional

1 meetings or taking part in seminars devoted to an appropriate subject.
2 Leave to attend AASP conferences or conventions is not covered by
3 this Section but is covered by Article 18 of this Agreement.
4

5 12.7 Leaves Without Pay Upon the recommendation of the College
6 President, unpaid leaves of absence for one semester or one year may
7 be granted to members by the Board of Trustees. Applications shall
8 be filed not later than October 1 or February 1 preceding the semester
9 in which the leave is requested. Unpaid leaves of absence may be
10 extended by the Board for a second year. During an unpaid leave,
11 a member may exercise the option of continuing all benefits normally
12 provided by the College by paying all of the required premiums for
13 such benefits. While on unpaid leave, a member shall remain an
14 employee of the College; however, the period of any such leave shall
15 not be considered a period of service for purposes of salary and fringe
16 benefit calculation, seniority, or eligibility for tenure or
17 sabbatical leave.
18

19 12.8 Military Leave Military leave shall be granted in accordance
20 with state and federal statutes.
21

22 12.9 Jury Leave Any member of the bargaining unit who serves on a
23 jury shall be entitled to receive full pay and benefits for the dur-
24 ation of such duty in return for relinquishing all fees for such jury
25 duty to the Board of Trustees.
26

27 12.10 Vacations
28

29 12.10.1 After six (6) months of continuous employment in State
30 service, full-time librarians and counselors employed on a 10
31 month basis are entitled to a total of 16.66 working days of
32 vacation accrued at the rate of one and two-thirds (1 2/3)
33 days per calendar month of service.
34

35 12.10.2 After six (6) months of continuous employment in
36 State service, part-time counselors and librarians employed
37 on a 10-month basis are entitled to vacation accrued at the
38 rate of one and two-thirds (1 2/3) days per calendar month
39 of service multiplied by the following fraction: the number
40 of hours worked per week divided by 35.
41

42 12.10.3 After six (6) months of continuous employment in State
43 service, full-time counselors and librarians employed on
44 a 12 month basis are entitled to a total of twenty (20)
45 working days of vacation each calendar year accrued at the
46 rate of one and two-thirds (1 2/3) days per calendar month of
47 service.
48

49 12.10.4 After six (6) months of continuous employment in State
50 service, part-time counselors and librarians employed on a
51 12-month basis are entitled to vacation accrued at the rate of
52 one and two-thirds (1 2/3) days per calendar month of service
53 multiplied by the following fraction: the number of hours
54 worked per week divided by 35.

1 12.10.5 Vacation days do not accrue during any month during
2 which a counselor or librarian is on leave of absence without
3 pay for more than five (5) days.
4

5 12.11 Holidays Librarians and counselors shall be granted time off
6 with pay for the following holidays if these holidays fall within
7 their work year:
8

- | | | |
|----|------------------------|------------------|
| 9 | New Year's Day | Independence Day |
| 10 | Martin Luther King Day | Labor Day |
| 11 | Lincoln's Birthday | Columbus Day |
| 12 | Washington's Birthday | Veteran's Day |
| 13 | Good Friday | Thanksgiving Day |
| 14 | Memorial Day | Christmas Day |

15
16 A College President or his designee may require an employee to work
17 on a holiday in which case the employee shall be granted compensatory
18 time off. Compensatory time off must be utilized in the calendar
19 year in which it accrued.
20

21 If one of the holidays listed above falls on a Saturday or Sunday,
22 the librarian or counselor shall be granted equivalent time off
23 on the Friday immediately preceding such Saturday or Sunday or given
24 another day off in lieu thereof.
25

26 12.12 Insurance and Retirement Benefits State and Federal fringe
27 benefits uniformly available to all State employees pursuant to state
28 and federal law shall continue to exist during the term of this contract.
29 Except as specifically modified by this Agreement, state and federal
30 fringe benefits uniformly available to bargaining unit members as of
31 the date of signing this Agreement shall continue to exist during the
32 term of the contract unless specifically modified by state or
33 federal legislation.
34

35 12.12.1 Retirement The present retirement plan provided by
36 Chapter 167 of the Connecticut General Statutes and by Public
37 Act 75-636 shall be continued for eligible bargaining unit
38 members. Irene Glasser, an ECSC faculty member who failed to
39 join the State Retirement system on employment at ECSC, shall
40 be allowed to join the State Retirement System on the same
41 basis as a new employee.
42

43 12.12.2 Individual Retirement Annuities Benefits shall be made
44 available on a voluntary basis to eligible members as provided
45 in Section 5-264 of the Connecticut General Statutes, whereby
46 under certain conditions the Board of Trustees of the State
47 College System may enter into an agreement involving purchase
48 of an individual retirement annuity contract that will qualify
49 for income tax benefits.
50

51 12.12.3 Medical and Dental Insurance Members shall continue
52 to be eligible for the State's hospitalization and medical and
53 surgical insurance plan pursuant to Section 5-259 of the
54 Connecticut General Statutes , as were available to members on
55 the date of signing this Agreement.

1
2 Effective January 1, 1979, members shall be entitled to
3 receive a Blue Cross Dental Indemnity plan or an alternative
4 as agreed to in the CSEA Master Contract for State Employees
5 effective July 1, 1977 - June 30, 1979.
6

7 12.12.4 Group Life Insurance Members shall continue to be
8 eligible to participate in the State's group life insurance
9 plan pursuant to Section 5-257 of the Connecticut General
10 Statutes, as was available to members on the date of signing
11 this Agreement.
12

13 12.13 Longevity Payments During the term of this Agreement, semi-
14 annual longevity increases (as described by Public Act 67-657) shall
15 be provided to eligible members. For purposes of this benefit only,
16 the annual salary increase in P.A. 67-657 shall be deemed to be
17 3.6% of the entry level salary for members in that academic rank or
18 its equivalent.
19

20 12.14 Course Privileges Subject to the approval of the receiving
21 college, a permanent, full-time member with at least six (6) months
22 of service and his dependents may take courses without tuition or
23 State College fee at any college within the Connecticut State College
24 System on a space available basis, provided, however that partici-
25 pation in said courses shall not interfere with the member's
26 employment obligations. Individuals taking courses on this basis
27 may be admitted to a course in which space is not available, at the
28 discretion of the instructor. Admission of member or dependents to
29 a course shall not be counted toward overload credit as described in
30 Section 9.3 of this Agreement. Cost of this provision shall be
31 absorbed.
32

33 12.15 The Board shall provide the optional mechanism of payroll
34 deduction for all employee contributions authorized by law.
35

36 12.16 Each member of the bargaining unit shall be provided with a
37 written accounting as of October 1 of each year setting forth the
38 member's current status on the following items:
39

- 40 Amount of cumulative annual sick leave
- 41 Current salary
- 42 Years of credit toward retirement
- 43 Years of credit toward longevity payment
- 44 Years of eligibility for next sabbatical leave
- 45 Termination date for members on pre-tenure contracts
- 46 Years of credit potentially applicable toward tenure.
47

48 12.17 Member Benefits Study Commission The Board and CSC-AAUP hereby
49 agree to appoint two (2) members each to a commission to study ways
50 and means of improving the "fringe" and retirement benefits of members
51 of this bargaining unit. This commission shall report its findings
52 and recommendations to the Board and CSC-AAUP by October 10, 1978.
53
54

ARTICLE 13

TRAVEL AND ENERGY CONSERVATION

1 13.1 Professional Travel In order to maintain a member's pro-
 2 fessional excellence and interest in his areas of competence, he
 3 must have access to the latest information in his field and have
 4 an opportunity to exchange ideas with other professionals in his area
 5 of expertise. This may be achieved through attendance at meetings,
 6 workshops, conferences, etc. Active participation in such matters
 7 not only brings prestige to the institution but helps demonstrate a
 8 faculty member's professional growth. As the needs and changing
 9 programs for the state colleges have increased the needs for funds
 10 for such purposes, the requests for travel budgets by the BOT to the
 11 Legislature each year will strive to reach a goal of \$100/year per
 12 FTE faculty member. (Note: such travel funds are not for attendance
 13 at meetings whose subject is collective bargaining or closely related
 14 matters.)

15
 16 13.1.1 Dispensation of Funds Within the Current Expense funds
 17 appropriated to the Board of Trustees, the Board shall have
 18 full authority to allocate funds to travel and to authorize
 19 the expenditure of such funds for out-of-state travel under the au-
 20 thority of the President of each college. The President shall
 21 consult with his cabinet and the Senate President in assigning
 22 the travel funds.

23
 24 13.2 Use of Private Vehicle If a faculty member uses a private ve-
 25 hicle for travel on college business, or for professional travel
 26 within the restrictions described in Section 13.1 above, the state
 27 will reimburse him for such use at the standard GSA rate for that
 28 year. If a faculty member uses a vehicle provided by the college
 29 for travel for college business, he shall be reimbursed for out-of-
 30 pocket expenses incurred at the current state rate.

31
 32 13.3 Energy Conservation

33
 34 13.3.1 CSC-AAUP and BOT agree that resources supporting the
 35 state college should be concentrated on student-faculty needs
 36 and related support. In addition, the college community should
 37 set a public example in conservation of energy resources and
 38 an incentive system for energy conservation should be established
 39 on each campus.

40
 41 13.3.2 A base line energy consumption shall be computed for
 42 each campus as follows:

43
 44 oil
 45
$$\frac{\# \text{ of gallons consumed Fiscal '1976'}}{\# \text{ of degree days heating season '1976'}} = \text{Gallons/degree day}$$

46
 47
 48 The same calculation shall be carried out for Fiscal 1975 and the
 49 average for the two seasons computed as the Base Line Oil Consumption
 50 Factor.

1 Electricity

2
 3
$$\frac{\# \text{ of kilowatt hours } 1976 + \# \text{ of kilowatt hours } 1975}{2} = \frac{\text{Base Line Electrical}}{\text{Consumption Factor}}$$

7 13.3.3 Fifty percent (50%) of the dollar value of energy
 8 savings, if any, shall be transferred to a "travel trust account"
 9 on each campus during the life of this Agreement. Twenty-
 10 five percent (25%) shall be a bonus to be divided among the
 11 maintenance staff. Twenty-five percent (25%) shall be returned
 12 to the General Fund. Savings, if any, shall be calculated as
 13 follows:

14
 15
$$\frac{\# \text{ of gallons oil used } 1977}{\text{Base Line Oil Consumption Factor} \times \# \text{ of degree days } 1977}$$

16
 17
$$\# \text{ of degree days } 1977 = \text{Gallons oil saved } 1977$$

18
 19
$$\# \text{ of gallons saved } \times \text{average cost per gallon} = \$ \text{ saved (if}$$

 20 any) and transferred to the travel trust account and maintenance
 21 employee bonus (13.3.3) irrespective of other appropriations to
 22 the travel account. Base Line Kilowatt Hour Usage - Current
 23 year kilowatt usage \times average kilowatt value current year =
 24 \$ savings (if any) to be transferred as above.
 25

26 To place this provision into effect, it is incumbent upon the
 27 BOT with the technical assistance of members of the bargaining
 28 unit, to install within one year from the date of Legislative
 29 approval of this agreement a system of energy measurement which
 30 will satisfactorily distinguish between the consumption of
 31 oil for heating and air-conditioning and the consumption of
 32 electricity for heating, lighting, and air-conditioning.
 33

34 13.3.4 The energy consumption year shall end May 30 and
 35 begin June 1 of the previous year for purposes of the above
 36 calculations. Budgetary savings computed as of May 30 shall
 37 be transferred prior to June 15 pursuant to Section 13.3.3.
 38 Energy consumption data shall be made available to CSC-AAUP.
 39

40 13.3.5 Addition of buildings and the state's provision of
 41 energy-saving or energy-consuming facilities to a campus shall
 42 result in a correction in the base line consumption factors
 43 mutually agreed upon by CSC-AAUP and the Board of Trustees.
 44
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ARTICLE 14

GRIEVANCE PROCEDURE

1 14.1 Purpose The parties agree that all problems should be resolved
2 whenever possible, before the filing of a grievance, and they encour-
3 age open communication between management and members of the bargain-
4 ing unit so that resort to the formal grievance procedure will not
5 normally be necessary. The parties further encourage the informal
6 resolution of grievances at the lowest possible level. The purpose
7 for this Article is to promote a prompt and efficient procedure for
8 the investigation and resolution of complaints and grievances.
9

10 14.1.1 A "grievance" is an allegation or complaint that there
11 has been a violation of the collective bargaining agreement and/
12 or procedures or prescribed criteria rules established pursuant
13 to this Agreement. Grievances involving discretionary decisions
14 shall be processed solely with respect to whether or not the
15 prescribed procedures were followed and whether or not pre-
16 scribed criteria rules were observed.
17

18 14.1.2 The term "grievant" shall mean a member or a group of
19 members of the bargaining unit or CSC-AAUP in a dispute as de-
20 fined in 14.1.1 above or management in a dispute as defined in
21 14.1.1 commencing at step 3.
22

23 14.1.3 The time limits indicated herein will be considered
24 maxima unless extended by mutual agreement in writing.
25

26 14.1.4 In computing calendar days pursuant to this article, the
27 first calendar day shall be the first full day following the
28 filing of the grievance or the prescribed action.
29

30 14.1.5 Termination grievances shall be processed pursuant to
31 Article 16 of this Agreement.
32

33 14.2 Informal Procedure for Complaints Any member of the bargaining
34 unit may present informally his complaint to the department chairperson
35 or appropriate administrator, either with or without designated
36 representatives of the CSC-AAUP present, at the complainant's option.
37 Similarly, designated representatives of the CSC-AAUP may informally
38 present and discuss a complaint on behalf of any member or group of
39 members with the department chairpersons or appropriate administrator.
40 The appropriate department or administrative officer or designee
41 shall respond to the complaint within seven (7) calendar days. Any
42 settlement, withdrawal, or disposition satisfactory to the complainant
43 at this informal stage shall not constitute a binding precedent in
44 the disposition of other similar complaints or grievances, but shall
45 be a final resolution of the particular complaint. However, such
46 resolution shall not be binding upon the CSC-AAUP unless it partic-
47 ipated in the informal procedure and approved the resolution in writing.
48
49
50

1 14.3 Representation The CSC-AAUP shall have the right to represent
2 any member covered by this Agreement in grievances filed hereunder,
3 provided members may also elect to represent themselves or be repre-
4 sented by legal counsel. If a member covered by this Agreement elects
5 not to be represented by CSC-AAUP, the Board shall promptly inform
6 the CSC-AAUP in writing of the grievance. A CSC-AAUP representative
7 shall be present at all stages of the formal grievance and arbitration
8 procedure for purposes of fulfilling its statutory obligations pursuant
9 to the State Employees Relations Act (PA 75-566). Resolution of
10 any individually processed grievance shall be consistent with the
11 terms of this Agreement and for this purpose the CSC-AAUP shall be
12 provided with a written statement of the resolution of the grievance
13 if the CSC-AAUP is not involved in representing the member. No
14 resolution of a grievance in which the CSC-AAUP did not represent the
15 grievant shall constitute a precedent. CSC-AAUP shall provide the
16 President of each college with an up-to-date list of authorized
17 grievance representatives at the beginning of each academic year
18 and shall promptly notify the Presidents and the Board of changes
19 during the year.

20
21 14.4 Grievance Forms All grievances and requests for review must be
22 submitted in writing on forms as contained in Appendix C, and shall
23 be signed by the grievant. Except for the initial filing of the
24 grievance, if there is difficulty in meeting any time limit, the
25 CSC-AAUP representative may sign such documents for the grievant,
26 subject to later filing of a copy signed by the grievant. The
27 appropriate administrator may refuse consideration of a grievance
28 not filed in accordance with this Article.

29
30 14.5 Formal Grievance Procedure If informal attempts at resolving
31 a complaint do not result in a settlement, a formal grievance may be
32 filed.

33
34 14.5.1 Step 1. The grievant shall file a written grievance with
35 the appropriate Dean within thirty (30) calendar days following
36 the act or omission giving rise to the grievance or the date
37 thereafter on which the employee knew or reasonably should have
38 known of such act or omission. For this step or any subsequent
39 step in this formal grievance procedure, the parties may request
40 in writing the postponement for a period of up to seven (7)
41 calendar days of any single action in the process. The initial
42 such request by either party shall be granted. Upon either
43 party's written request, one additional extension of up to
44 fourteen (14) days may be granted by mutual consent of the
45 parties. The Dean shall investigate the grievance, meet with
46 grievant and the CSC-AAUP representative, and shall issue his
47 decision in writing no later than the date of filing of the
48 written grievance within three (3) calendar weeks. Copies of
49 said decision shall be transmitted to the CSC-AAUP and the grievant.
50 In advance of this Step one (1) decision, the grievant and/or
51 the CSC-AAUP shall have the right upon request pursuant to SERA
52 (75-566) to copy document(s) relevant to the grievance, and to
53 present evidence in support of the grievance. In the event that
54 the decision at Step 1 refers to documents not requested or pre-

1 sented by the grievant, copies of such documents shall be
2 attached to the decision. The grievant shall have one (1)
3 calendar week from receipt of the Dean's decision to appeal
4 that decision to the appropriate Vice President.
5

6 14.5.2 Step 2. If the grievant and/or CSC-AAUP is not satis-
7 fied with the decision of the Dean in step one (1), the grievance
8 may be appealed in writing to the appropriate Vice President.
9 The Vice President shall review the grievance and shall issue
10 a written decision stating the reasons therefor, within two
11 (2) calendar weeks. Copies of said decision shall be trans-
12 mitted to CSC-AAUP and the grievant. The grievant and/or CSC-
13 AAUP shall have one (1) calendar week from receipt of the Vice
14 President's decision to appeal that decision to the next step.
15

16 14.5.3 Step 3. If the grievant or CSC-AAUP is not satisfied
17 with the decision of the appropriate Vice President in step
18 two (2), the grievance may be appealed in writing to the
19 College President. The College President and the local AAUP-
20 Chapter President or their designee shall review the grievance
21 and shall issue a written decision within two (2) calendar
22 weeks after their meeting. A copy of this decision shall be
23 transmitted to the grievant. The mutual decision of the
24 Presidents' Grievance Committee shall be final and binding
25 on all parties. If the two Presidents cannot agree, the
26 grievance shall automatically be referred to the next step
27 with written notification to the non-voting conveners of the
28 State College Grievance Arbitration Committee.
29

30 14.5.4 Step 4. In the event that a grievance is not resolved
31 at Step 3, a State College Grievance Arbitration Committee shall
32 be formed to review the grievance within one calendar week
33 after the grievance is referred to Step 4. That committee
34 shall consist of three (3) bargaining unit members chosen by
35 the CSC-AAUP, no two from the same campus, and three (3)
36 administrators, no two from the same campus. The non-voting
37 co-conveners of this committee shall be the President of the
38 CSC-AAUP and the Executive Officer for Student, Faculty, and
39 Staff Affairs. The committee shall promptly be convened and
40 shall investigate the grievance. Decisions of the Committee
41 shall be by agreement of four (4) or more members of the Com-
42 mittee voting by secret ballot. Such decisions shall be final
43 and binding upon all parties. The Committee shall issue its
44 decision in writing within three (3) calendar weeks of receiving
45 the grievance. If the State College Grievance Arbitration Com-
46 mittee fails to resolve the grievance by a majority vote of four
47 or more, either CSC-AAUP or management may elect to appeal the
48 grievance to arbitration. The party electing to appeal to
49 arbitration shall notify the other party to this Agreement in
50 writing within fourteen (14) calendar days.
51
52
53
54

1 14.5.5 Step 5. In the event that a grievance goes to arbitra-
2 tion, CSC-AAUP and management shall each select a repre-
3 sentative who shall in turn select an arbitrator from the list
4 of nine (9) arbitrators appearing in this section; these three
5 (3) persons shall constitute the Arbitration Panel for the
6 Grievance. The selection method shall be as follows:
7 the two representatives shall alternately strike one name from
8 the list of arbitrators, until only one name remains; a toss of
9 a coin shall determine who strikes the first name. In the event
10 that the arbitrator selected by this process is not available
11 within sixty (60) calendar days, the arbitrator who was
12 stricken last shall be sought. The arbitrator shall be chosen
13 within seven (7) calendar days of the receipt of written no-
14 tification of intent to appeal to arbitration.
15

16 List of Arbitrators:

- 17
18 1. Archibald Cox
19 2. William Fallon
20 3. Marcia Greenbaum
21 4. Laurence Holden
22 5. William Post
23 6. Eric Schmetz
24 7. Peter Seitz
25 8. Abraham Siegel
26 9. Clyde Summers
27

28 If no one of the following arbitrators are available within
29 sixty (60) days of filing for arbitration, the parties shall
30 attempt to agree upon an ad hoc arbitrator promptly. If the
31 parties cannot so agree, the American Arbitration Association
32 will be requested to appoint an arbitrator pursuant to its
33 voluntary labor arbitration rules. The cost of the arbitrator
34 shall be borne equally by the parties except as otherwise pro-
35 vided herein. If a transcript is requested by either party
36 the cost shall be borne by the requesting party and shared with
37 the other party. The Panel's decision and award shall be final
38 and binding upon the grievant (subject to applicable law), the
39 CSC-AAUP and the Board.
40

41 14.6 Remedy All remedies directed by the panel at steps 4 and 5 herein
42 with the exception of grievances process under Article 16 shall be as
43 follows:
44

- 45 1. If the grievant is upheld, the grievance shall be remanded
46 with a directive as to procedures to be followed.
47
48 2. Neither panel shall substitute its judgment for that of a
49 committee, administrators or the Board on questions of substance
50 or merit in discretionary decisions. This Section shall not
51 apply to grievances processed under Article 16.
52
53 3. Where general goals are stated said goals shall not be

1 subject to grievance arbitration hereunder.

2

3 The decisions of the Panel shall be consistent with the terms of
4 this Agreement.

5

6 14.7 CSC-AAUP may file a grievance over any issue which affects the
7 entire unit or members on more than one campus at the system-wide
8 level (State College Grievance Arbitration Committee). A college
9 AAUP chapter may file a grievance over any issue which affects the
10 entire unit membership on that campus or members in more than one
11 school of that college at the level of Vice President.

12

13 14.8 Reservation of Individual Rights Nothing contained in this
14 Agreement shall be construed to limit the rights of individual griev-
15 ants or the CSC-AAUP to assert claims against the Board or Administra-
16 tion in any court of administrative agency of competent jurisdiction
17 where such claims derive from any federal or state constitutional or
18 statutory provision or regulation or from any other source, including
19 individual agreements, unless such claims derive solely and exclusively
20 from this Agreement.

21

22 If a grievant seeks relief for a grievance by judicial means outside
23 the grievance procedure described herein, the processing of his griev-
24 ance through this internal procedure shall cease, unless both CSC-AAUP
25 and management agree otherwise.

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ARTICLE 15

MEET AND DISCUSS

1 Upon either party's request, the College President and AAUP Chapter
2 President shall meet at least monthly at a mutually agreeable time
3 and place to discuss matters of concern, unless they agree otherwise.
4 Special meetings may be called in emergency situations at times mutu-
5 ally agreeable to the parties. These same procedures and time
6 limits shall also apply to the Executive Director of the Connecticut
7 State Colleges and the President of CSC-AAUP. The parties understand
8 and agree that such meetings shall not constitute or be used for the
9 purpose of collective bargaining negotiations.

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ARTICLE 16

TERMINATION

1 16.1 Termination of a member on tenure, continuing appointment, or
2 on a special or pre-tenure appointment before the end of the speci-
3 fied term, may be effected by the College President for "adequate
4 cause" as defined herein, and in accordance with the procedure set
5 forth in Section 16.3. This Article covers termination for cause.
6 Retrenchment of a member on tenure, continuing appointment, or on
7 a special or pre-tenure appointment before the end of the specified terms
8 are not covered herein. This Article does not cover a member who
9 has completed a term contract.

10
11 16.2 "Adequate cause" for termination of a tenured member, member on
12 continuing appointment, or member on special or pre-tenure appoint-
13 ment before the end of the specified term shall be predicated upon
14 substantiated charges related, directly and substantially, to the
15 alleged unfitness of the affected member to discharge his profes-
16 sional responsibilities. Dismissal shall not be used to restrain
17 members in the exercise of academic freedom or other rights of
18 American citizens.

19
20 16.3 Dismissal of a member with tenure, a continuing appointment, or
21 prior to the end of a specified contract term, when on a special or
22 pre-tenure appointment, shall be preceded by the following steps, in
23 the order listed.

24
25 16.3.1 Confidential discussions between the College President
26 or his designee and the member concerning the probable commence-
27 ment of dismissal proceedings. These discussions shall include
28 a statement of the specific charges and of the member's rights.

29
30 16.3.2 If settlement is achieved in step one (1), the issue
31 shall be deemed resolved. A statement of the terms of the mutual
32 settlement shall become a part of the member's personnel file,
33 if the member so requests. Such settlement shall not be incons-
34 sistent with the terms of this Agreement.

35
36 16.3.3 If no mutually satisfactory resolution is reached in
37 step one (1) above within two (2) weeks, the matter shall be
38 referred by the College President to the Mediation Committee
39 (see 16.3.4 below) which shall assist the parties in attempting
40 to effect a resolution. Members of the Mediation Committee who
41 are disqualified for bias or interest shall remove themselves
42 from the case, either at the request of a party or on their own
43 initiative. The Mediation Committee shall conclude its role
44 within two (2) further weeks.

45
46 16.3.4 The Mediation Committee shall be a college-wide committee
47 of members created at each college by agreement between the Col-
48 lege Senate and the College President.

49
50

1 16.3.5 If no mutually satisfactory resolution is reached in
2 step two (2) above within two (2) calendar weeks, the College
3 President shall within ten (10) calendar days send a written
4 statement of charges framed with reasonable particularity to
5 the affected member, the College Termination Appeals Committee,
6 and the President of CSC-AAUP. The statement of charges shall
7 carry with it notice of the affected member's right to a hearing
8 before the College Termination Appeals Committee.
9

10 16.3.6 A member whom the President has moved to dismiss will
11 be afforded a hearing before the College Termination Appeals
12 Committee. The member must inform the President in writing of
13 his request for a hearing within thirty (30) calendar days of
14 receipt of the President's decision.
15

16 16.3.7 The Termination Appeals Committee shall consist of five
17 (5) members elected by the members of the particular college
18 based upon procedures developed by the College Senate and ap-
19 proved by the President.
20

21 16.3.8 Panel Procedures: The operation of the College Termination
22 Appeals Committee and the rights of the member shall be protec-
23 ted in accordance with the following procedures:
24

25 16.3.8.1 (A) Pending a final decision by the College Termination
26 Appeals Committee, the member may be suspended by
27 the Administration or assigned to other duties in lieu of
28 suspension, but only if immediate physical harm to himself
29 or others is threatened by his continuance in his former
30 duties. (B) Before suspending a member, pending an ultimate
31 determination of his status through the hearing procedures,
32 the Administration shall consult with the AAUP concerning
33 the propriety, the length, and the other conditions
34 of the suspension. (C) Salary shall continue during the
35 period of the suspension. (D) The member may seek immediate
36 review of any suspension from the College Termination Ap-
37 peals Committee.
38

39 16.3.8.2 College Termination Appeals Committee may, with
40 the consent of the parties concerned, hold joint pre-
41 hearing meetings with the parties in order to:
42

- 43 (A) simplify the issues,
44 (B) effect stipulations of facts,
45 (C) provide for the exchange of documentary or other infor-
46 mation, and
47 (D) achieve such other appropriate pre-hearing objectives
48 as will seek to make the hearing fair, effective, and
49 expeditious.
50

- 1 16.3.8.3 Service of notice of the hearing, with detailed
2 charges in writing, shall be made upon the affected mem-
3 ber and the CSC-AAUP by the Chairperson of the College
4 Termination Appeals Committee at least twenty (2) days
5 prior to the hearing. The hearing shall proceed unless
6 the member waives a hearing in writing. If the member
7 waives a hearing but denies the charges against him or
8 asserts that the charges do not support a finding of
9 "adequate cause", the Committee shall evaluate all avail-
10 able evidence and rest its recommendation upon the evi-
11 dence in the record.
12
- 13 16.3.8.4 The affected member shall determine whether the
14 hearing should be public or private and no adverse in-
15 ference shall be drawn from his determination.
16
- 17 16.3.8.5 The member shall be entitled to have an academic
18 advisor and/or legal counsel of his own choice attend and
19 participate fully in the proceedings.
20
- 21 16.3.8.6 The CSC-AAUP and its counsel (if different from
22 the individual's counsel) may also attend and participate
23 in the proceedings.
24
- 25 16.3.8.7 The College Termination Appeals Committee shall grant
26 reasonable recesses to enable either party to investigate
27 evidence as to which a valid claim of surprise is made.
28
- 29 16.3.8.8 If requested by either party, a verbatim record
30 of the hearing or hearings shall be taken and a typewritten
31 copy shall be made to the requesting party. The cost of
32 said material shall be borne by the requesting party--and
33 a copy shall be shared with the other party.
34
- 35 16.3.8.9 The burden of proof that "adequate cause" exists
36 rests with the College and shall be satisfied only by
37 clear and convincing evidence in the record considered as
38 a whole.
39
- 40 16.3.8.10 The Administration shall make reasonable efforts
41 to cooperate with the member to make available requested
42 witnesses who are college employees, and relevant documents.
43
- 44 16.3.8.11 The member and the Administration shall have the
45 right to confront and cross-examine all witnesses.
46
- 47 16.3.8.12 In the hearing of charges of gross incompetence,
48 the College's burden shall include the proffering of expert
49 witness(es) from these or other institutions of higher
50 education.

1 16.3.8.13 The College Termination Appeals Committee shall
2 not be bound by strict rules of legal evidence, and may
3 admit any evidence which is of probative value in deter-
4 mining the issues involved. Every possible effort shall
5 be made to obtain the most reliable evidence available.
6

7 16.3.8.14 The findings of fact and decision shall be based
8 solely on the hearing record.
9

10 16.3.8.15 In all other respects, the Voluntary Labor Ar-
11 bitration Rules then in force of the American Arbitration
12 Association shall prevail regarding the conduct of the
13 hearing.
14

15 16.3.8.16 Except for such simple announcements as may be
16 required, covering the time of the hearing and similar mat-
17 ters, public statements and publicity about the case by
18 administrative officers shall be avoided so far as possible
19 until the proceedings have been completed. The College
20 President, the CSC-AAUP and the member shall be notified
21 of the decision in writing and shall be given a copy of
22 the record of the hearing.
23

24 16.3.8.17 If the College President rejects the recom-
25 mendation of the committee, he shall state his reasons
26 in writing to the committee and the member within ten
27 days. The member, the Committee or CSC-AAUP may appeal
28 the President's decision to the Board of Trustees.
29 The Board shall consider and decide such appeals within
30 sixty (60) days after its next regular meeting.
31

32 16.3.8.18 A member terminated or otherwise disciplined for
33 cause under the provisions of this Section may, upon exhaus-
34 ting all appeals, seek reversal only on grounds of inade-
35 quate cause, by exclusive remedy either from the courts or
36 from binding arbitration. The sole remedy an arbitrator
37 may confer upon an aggrieved member is reversal of the de-
38 cision to dismiss or discipline. If court action is not
39 supported by CSC-AAUP, the cost of legal fees in such action
40 shall be borne by the member.
41

42 16.4 Procedures for Imposition of Sanctions Other than Dismissal A
43 person who is suspended with or without pay shall have the right to
44 appeal the substance of said suspension through step 4 of Article 14
45 grievance Procedure.
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ARTICLE 17

RETRENCHMENT

1 After appropriate consultation with CSC-AAUP to determine if there
2 is a bona fide fiscal and/or programmatic exigency, the Board may
3 exercise its rights pursuant to CGS (10-109b). In the event remedies
4 for the above exigency, in the judgement of the Board, require ter-
5 mination of programs and/or bargaining unit members, the Board of
6 Trustees, consistent with the intent of P.A. 75-566, will negotiate
7 with CSC-AAUP the impact of any such remedies upon the bargaining
8 unit membership.
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ARTICLE 18

CSC-AAUP RIGHTS

1 18.1 Upon request of CSC-AAUP, the Board may designate appropriate
2 subcommittees or individuals or the Board to hear matters of concern.
3

4 18.2 The Board shall promptly notify the CSC-AAUP of all changes
5 in membership of the bargaining unit and the reasons for such
6 changes.
7

8 18.3 The bargaining agent shall have reasonable access to state
9 college duplicating, printing, mail, photographic and food services,
10 bulletin boards, facilities, telephone service, and audio-visual
11 equipment as may be specifically requested by the bargaining agent
12 in writing subject to the constraint that providing such services
13 does not interfere with scheduled college activities and responsi-
14 bilities. The direct cost for such services shall be reimbursed to
15 the college either through direct provision or replacement of sup-
16 plies used or by payment upon issue of a proper invoice. The
17 bargaining agent shall indemnify the college for any damage to
18 equipment occurring during its use by the bargaining agent.
19

20 Use of the computer when such use does not interfere with scheduled
21 college activities shall be available to the bargaining agent at
22 no cost provided that (1) the request is placed in writing, (2) the
23 bargaining unit provides its own systems, programming and supplies,
24 (3) the college operates the equipment, and (4) the data so generated
25 will be made available to the Board.
26

27 18.4 Employees of CSC-AAUP shall have the same parking privileges
28 at the State Colleges as members of the bargaining unit.
29

30 18.5 The Board agrees to provide the CSC-AAUP with reasonable
31 office space at each State College.
32

33 18.6 The Board agrees to provide leave with pay for up to twenty
34 (20) person days per academic year to enable AAUP delegates designated
35 by CSC-AAUP to attend official collective bargaining meetings or
36 conferences. Members in the same department may attend the same
37 meeting or conference with the consent of the department chairperson
38 who shall secure the concurrence of the Dean. Delegates shall
39 provide department chairpersons at least fifteen (15) calendar
40 days of notice of intent to take such leave. In an emergency situation
41 where a member is unable to provide the fifteen (15) day notice, the
42 member must obtain the consent of the chairperson and the appropriate
43 Dean.
44

45 Leave for AAUP activities unrelated to collective bargaining shall be
46 granted on the same basis as other academic leaves and applicants
47 shall furnish programs or other information setting forth the purpose
48 of the event for which leave is requested.
49
50

1 18.7 The Board shall provide CSC-AAUP all information required by
2 law upon written request.

3

4 18.8 Released Time for AAUP Activities The Board agrees to
5 provide three (3) credit hours of released time for one designated
6 person from each campus chapter per semester.

7

8 In addition, a total of nine (9) credit hours shall be provided for
9 two CSC-AAUP officers or designated persons per semester divided at
10 CSC-AAUP option.

11

12 Provided however, no two members of the same department on the
13 same campus shall receive released time pursuant to this Article
14 during the same period unless prior approval is granted by the
15 appropriate Dean.

ARTICLE 19

RIGHTS AND RESPONSIBILITIES OF BOARD OF TRUSTEES

1 19.1 It is recognized by all parties that pursuant to Section
2 10-109b of the General Statutes, the Board of Trustees is the state
3 agency solely responsible for overseeing the administration of the
4 several State Colleges, including the administration and allocation
5 of all authorized appropriations; and for maintaining and operating
6 these colleges. Unless there is an express provision in this Agree-
7 ment to the contrary, nothing in this Agreement shall be construed
8 to infringe upon the statutory rights, responsibilities, and juris-
9 diction of said Board, including but not limited to the right to estab-
10 lish duties, job requirements and qualifications of personnel; to
11 develop educational mission; to approve educational programs; to
12 establish new facilities; to determine staffing requirements; to
13 determine the number and location of facilities; to determine,
14 within limitations of the General Statutes, whether the whole or
15 any part of an operation shall continue to operate and to promulgate
16 appropriate regulations and policy provided that such regulations and
17 policies shall not be exercised so as to violate any of the specific
18 provisions of this Agreement, and in all matters properly reserved
19 to management to have the necessary freedom to require performance to
20 insure an efficient and effective operation, and to strive consis-
21 tently for excellence in pursuit of the educational objectives of
22 the Board.

23
24 19.2 The President of a College and his designated administrators
25 have the right and responsibility for the implementation of the
26 Trustee's policies, including the right to approve or disapprove all
27 legislation, constitutions and by-laws of college organizations,
28 subject to the provisions of this Agreement.

29
30 19.3 Except as specifically modified by an express provision of this
31 Agreement, it is also recognized that none of the rights reserved
32 exclusively to the Board of Trustees shall be subject to the grievance
33 procedure of this Agreement

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ARTICLE 20

CSC-AAUP DUES, AGENCY SHOP FEE AND CHECKOFF

1 20.1 The parties acknowledge that, in accordance with Section 11
2 of Public Act 75-566, each member of the bargaining unit, whether or
3 not a member of the CSC-AAUP, shall as a condition of continued em-
4 ployment pay to the CSC-AAUP an amount equal to the regular dues,
5 fees and assessments charged to members.
6

7 20.2 In order to implement Section 20.1 above and in accordance
8 with Section 11 of Public Act 75-566, the Board shall deduct from each
9 salary payment payable to a member of the bargaining unit a sum equal
10 to one-twenty-sixth (1/26th) of the annual charges for dues, (for
11 members of CSC-AAUP), service fees (for non-members), initiation fees
12 (if any), and assessments (if any), and pay such monies to the CSC-
13 AAUP within two weeks after the Comptroller has forwarded said monies
14 to the colleges. Both parties to this Agreement recognize that a
15 percentage dues structure may be applied such that the amount with-
16 held varies with changes in base salary.
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ARTICLE 21

RESEARCH

1 21.1 Research Corporation In order that funded research and other
2 related projects may be carried out in a timely, orderly, and appro-
3 priate manner both parties shall urge the General Assembly to cre-
4 ate an enabling act allowing formation of a non-profit research
5 corporation within sixteen (16) months following the signing of this
6 Agreement. This corporation will be a non-profit corporation with
7 a capability of accepting and administering pure and applied research
8 and project grants, contracts, and applications.
9

10 21.2 Board of Trustees of the Research Corporation The Board of
11 Trustees of the Connecticut State College Research Corporation shall
12 consist of nine (9) voting members to be selected as follows:
13

14 One representative to be nominated from the members of the
15 Connecticut Academy of Arts and Sciences.
16

17 One member selected from the Research Committee of each of
18 the campuses of the Connecticut State College System. Such
19 persons may be members of the faculty or administration.
20

21 The remaining four (4) members of this Board of Trustees will
22 be appointed by the Board of Trustees of the Connecticut State
23 College System.
24

25 21.3 Research Corporation, Administration of The Board of Trustees
26 of the Research Corporation will appoint an administrative officer
27 resident on each campus to handle the Research Corporation's admin-
28 istrative affairs on that campus. The four (4) persons selected
29 to be the administrative officers will be ex-officio members of the
30 Board of Trustees of the Research Corporation. Their terms of
31 appointment shall be for three years, the initial appointments set
32 up to provide some staggered arrangement.
33

34 21.4 Acceptance of Funds Members of the bargaining unit shall not
35 accept contracts, grants, or other agreements to pursue research
36 which would require the use of college time and/or facilities with-
37 out the written approval of the Research Corporation Administrative
38 Officer of the campus of concern and other appropriate authorities
39 as required.
40

41 21.5 Expendable Funds of Research Corporation All such expendable
42 funds other than direct costs of the research as specified under
43 the line items of the particular proposal, such as the proportionate
44 share of overheads, indirect costs, donations, royalties, compensa-
45 tions, etc. that are generated through the efforts of the Research
46 Corporation shall be divided as follows: 25% to the State of Con-
47 necticut, 25% to the Corporation as a whole, and 50% to the parti-
48 cular campus by whose solicitation the funding was obtained.
49
50

1 21.6 Inventions, Discoveries, Creations, and Marketable Discoveries.

2
3 21.6.1 Inventions, discoveries and creations made under the
4 direction of the college administration or its designee. An
5 example of the above might be the development of instructional
6 materials for a novel educational program. For such inven-
7 tions, it is recognized that both the member(s) of the bar-
8 gaining unit and the institution have shared property rights.
9

10 21.6.2 Inventions made pursuant to an outside contract or grant.
11 It is recognized that under the terms of such agreement, the
12 grantors will retain certain property rights as well as the
13 inventor and the institution. Such rights depend upon the
14 terms of the individual contracts. However, the proportionate
15 share between the inventor and the institution will be as
16 given below where applicable.
17

18 21.6.3 Inventions and discoveries, pursued by an individual
19 member of the bargaining unit without any outside or institu-
20 tional support except the using of institutional time or
21 facilities in the pursuit of at least a portion of the re-
22 search. It is recognized that under such situations the rights
23 to such invention remain solely the property of the inventor
24 but it is also recognized that the institution is entitled
25 to remuneration and compensation of what are commonly termed
26 "shop rights." It is recognized that the public interest
27 must be protected under such circumstances.
28

29 21.6.4 Inventions made by a member of the bargaining unit
30 without any financial support from the institution or any
31 use of the institutions's facilities or time. It is recognized
32 that such discoveries may be made under the terms of some
33 other form of employment. Under such conditions, the rights
34 to invention remain solely with the inventor or under such
35 terms as his outside employment dictates.
36

37 21.7 Rights to Monetary Remuneration It is understood that for
38 the first two (2) classes enumerated in 21.6.1 and 21.6.2 above the
39 inventor assigns any rights to patent applications, patents, and
40 copyrights to the institution or its designee.
41

42 With respect to categories prescribed by 21.6.3 and 21.6.4 the in-
43 ventor may assign such rights, but he may not be required to do this
44 against his wishes.
45

46 In the event that the inventor and the institution will share any
47 royalties, compensation, or residual interest from any such inven-
48 tions, marketable devices, etc., the proportionate share of such
49 moneys shall be as follows: 30% to the State, 35% to the inventor,
50 and 35% to the Research Corporation. The Research Corporation share,
51 however, shall be further divided according to the ratio of one-third
52 (1/3) to the Corporation itself, and two-thirds (2/3) back to the
53 campus at which the discovery was made.
54

1 21.8 Expenditure of the Expendable Funds of the Research Corporation
2 The expendable funds of the Research Corporation that accrue from
3 the indirect costs of grants, contracts, etc., or from royalties
4 from marketable inventions, or discoveries, as described in 21.6
5 and from eleemosynary contributions shall be employed to improve,
6 expedite, and encourage the pursuit of research by the members of
7 the bargaining unit. Such dollars may be expended in the following
8 ways:

9
10 Providing released time for supported research.

11
12 Research budget for seeding new research or supplementing
13 inadequately supported research.

14
15 Upgrading research facilities on each campus in terms of
16 instruments, space other than teaching spaces, and related
17 facilities.

18
19 Computer time, copying costs, and publications cost.

20
21 Support facilities and services such as technical services.

22
23 Library improvement for research journals, books, etc.

24
25 Employing support personnel for research.

26
27 Travel to professional meetings or for grant/contract procurement.

28
29 Sponsored symposia and publications.

30
31 21.8.1 Released time for supported research will be in the
32 amount of one contact hour for each \$1000 of indirect cost
33 funds generated by the research up to a maximum of four (4)
34 contact hours of released time per semester except where grant-
35 ing agencies require greater released time as a condition of
36 consideration of grant proposals and for which the institution
37 is compensated.

38
39 21.8.2 In order to best meet the needs of each individual
40 campus, the campus R & D Committees working with the Resident
41 Administrative Officer shall determine the apportionment of
42 their share of the expendable funds to meet the needs given
43 above.

44
45 21.8.3 In order to initiate the Research Corporation in the
46 furtherance of its objectives, the State will be requested to
47 provide a one-time only contribution of \$75,000 as "seed money"
48 as part of the legislation to be initiated creating the Research
49 Corporation pursuant to Article 21.1. Failure to secure this
50 appropriation will not impair the effectiveness of other por-
51 visions of Article 21 and this Agreement.
52
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ARTICLE 22

SEPARABILITY

1 In the event that, notwithstanding the provisions of Section 9 of
2 Public Act 75-566, any provision of this Agreement, in whole or in
3 part is held to be illegal, void, invalid, or unenforceable by any
4 court of competent jurisdiction, all of the remaining terms, condi-
5 tions and provisions of this Agreement which are not rendered mean-
6 ingless, inoperable, or ambiguous as a consequence of the judgment
7 shall remain in full force and effect. In that event the parties
8 shall, upon the request of the Board or CSC-AAUP, commence immedi-
9 ately to negotiate substitute provisions for all such affected
10 provisions. If the legal impediment to the enforcement of the
11 original contract provision(s) is removed prior to agreement on
12 substitute provisions, the original provision(s) shall immediately
13 become effective. In such event, to the extent that it is lawful,
14 any affected provisions involving salary, monetary payments, or
15 fringe benefits shall be applied retroactively to the date the
16 impediment arose or to the effective date of this Agreement, which-
17 ever is the most current date.

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ARTICLE 23

SUCCESSORSHIP PROVISION

1 23.1 In the event that the State Colleges are merged into or with
2 any other unit or system of public higher education during the life
3 of this Agreement, this bargaining unit shall remain distinct and
4 this Agreement in full force.
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ARTICLE 24

LEGISLATIVE IMPLEMENTATION OF AGREEMENT

1 24.1 The Board agrees that, within ten working days after the execu-
2 tion of this Agreement, it shall submit to the legislature of the State
3 of Connecticut any requests for funds necessary to implement the Agree-
4 ment and for approval of any provisions which arguably are in conflict
5 with any existing Connecticut Statute or State regulation.
6

7 24.2 The Board represents and warrants to the CSC-AAUP that it shall
8 vigorously and unreservedly advocate approval of the Agreement and of
9 the request for funds to implement it to the legislature and any other
10 officer, agency or institution which has occasion to consider the
11 Agreement.
12

13 24.3 CSC-AAUP represents and warrants to the Board that it shall
14 vigorously and unreservedly advocate approval of the Agreement and of
15 the request for funds to implement it to the legislature and any other
16 officer, agency or institution which has occasion to consider the
17 Agreement.
18

19 24.4 The Board and CSC-AAUP agree that they shall cooperate fully in
20 presenting this Agreement to the General Assembly and shall coor-
21 dinate their advocacy by sharing all pertinent information and plans.
22 Such sharing shall be in advance of action where applicable.
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ARTICLE 25

MINIMUM TERMS

1 This Agreement states the minimum terms and conditions for employment
2 of a member of the bargaining unit, and the Board of Trustees shall
3 not employ bargaining unit members on terms other than those stated
4 herein without the written consent of the affected individual and the
5 CSC-AAUP.

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ARTICLE 26

DISTRIBUTION OF AGREEMENT

1 The Board shall arrange to have this Agreement printed within sixty
2 (60) days of Legislative approval in suitable form and with suffi-
3 cient copies for distribution to all members of the bargaining unit,
4 management representatives, and further to place ten (10) copies of
5 each of the individual college libraries for reference purposes. At
6 the time of initial printing, the Board also agrees to publish a rea-
7 sonable number of additional copies at the request of the bargaining
8 agent, for which reimbursement at cost will be required from the
9 bargaining agent. The precise format to be used will be the respon-
10 sibility of the Board of Trustees in consultation with the designated
11 representative of CSC-AAUP and will be in compliance with state re-
12 quirements for printing and publication.

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ARTICLE 27

TERM OF AGREEMENT

1 This Agreement represents the results of collective bargaining
2 pursuant to the State Employee Relations Act and shall be in
3 effect from December 30, 1976 to August 31, 1979. All negotiated
4 benefits as a result of this Agreement shall take effect not earlier
5 than July 1, 1977 after legislative approval of this Agreement as
6 required by SERA P.A. 75-566 except retroactive provisions related
7 to compensation as set forth in Article 11 or elsewhere in the
8 Agreement which shall take effect immediately. Another exception
9 shall be Article 20 which shall become effective immediately upon
10 legislative approval of this Agreement. The parties shall commence
11 negotiations for a successor Agreement for a subsequent term not later
12 than October 1, 1978; however, negotiations shall commence at an
13 earlier date if both parties consent.

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APPENDIX A

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Date _____

Dear _____:

I am pleased to inform you that I am recommending to the Board of Trustees for the Connecticut State Colleges your probationary appointment to the following full-time position at _____ Connecticut State College: _____ This appointment is for _____ beginning on _____ and terminates on _____ unless explicitly renewed. I am also recommending to the Board of Trustees that your salary for the period of this appointment be _____ and that this amount be paid over a period of approximated twelve months at the rate of _____ for each two-week pay period in accordance with State payroll procedures.

In addition to fulfilling classroom teaching assignments during the period of this appointment, full-time academic appointees will also be required to accept responsibility for such activities as student advisement, service on faculty committees, maintenance of specified office hours, attendance at faculty meetings, and similar academic proceedings.

For your information, additional re-appointments for probationary periods of one to three additional years may be offered, dependent upon the quality of your service as determined by our established evaluation procedures and by the continued program need for your special abilities and skills. Staff members who have been members of the faculty serving on probationary contract appointments for six years may apply for the award of academic tenure. Of course, any re-appointment made prior to the actual granting of tenure is also probationary in nature.

Tenure is not granted either automatically or routinely. It is granted exclusively by the Board of Trustees only to those who demonstrate superior standards of service and whose longterm usefulness to the college can be clearly established. Positive evidence of high quality in teaching, continued growth and professional development, honors, publications, awards, and peer recommendations are all considered before the granting of tenure is recommended. Consideration is also given to the nature of the program involved and the continuing future needs for the specific contributions of the tenure applicant. Not every applicant will be granted tenure. Those not being awarded tenure by the end of the sixth year of contract appointment will not be offered further appointments and may not thereafter be considered for tenure. Under some circumstances, meritorious faculty

1 may not be granted tenure for programmatic or other reasons related
2 to institutional flexibility or need.
3

4 This letter does not constitute a contract. Your appointment
5 and subsequent re-appointment are governed by the current Collective
6 Bargaining Agreement and the state/college personnel policies.
7 Copies of the current State Personnel Policies and the Collective
8 Bargaining Agreement are attached. Your appointment, including
9 salary and rank or academic title, will become final only when ap-
10 proved by the Board of Trustees. Meanwhile, I ask that you sign
11 and return to my office within five days one copy of this letter,
12 indicating your intent to accept this appointment when it is of-
13 ficially approved. Should your acceptance not be received within
14 21 days of the date of this letter, this offer will expire.
15

16 I anticipate approval of my recommendation for your appoint-
17 ment and you will be notified when such approval has been received.
18 I look forward with pleasure to our association with you at
19 _____ Connecticut State College.
20

21 Sincerely yours,
22

23
24
25 President
26

27 I will accept this appointment
28 when it is officially approved.
29

30 _____
31 (signature)
32

33 _____
34 (date)
35

36 (Please sign, date, and return
37 original promptly.)
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49 Rev. 3/25/77

50 Rev. 3/29/77

51 Rev. 7/22/77

APPENDIX B

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Dear _____

I am pleased to advise you that the Board of Trustees has approved my recommendation that you be granted tenure at _____ State College, effective _____ (date).

The award of tenure is a significant milestone in your professional career and one of which you should be duly proud. This award of tenure is based on your fine service to the College and the academic community of which you are a part, and establishes an obligation on your part for the continuation of your professional growth, and the continuation of exemplary performance in the years to come. To aid you in fulfilling this obligation and in attaining continued professional growth, your performance will be evaluated every three years and with increasing review frequency if a low performance rating is given, as provided by the collective bargaining agreement.

I am sure that your contributions will continue to demonstrate the excellence of your past accomplishments, and I congratulate you on the achievement of this academic honor.

Sincerely,

President

Rev. 3/25/77
3/29/77

GRIEVANCE FORM (appendix C)

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Please print or type all information. Be sure to review Article 14, Grievance Procedure, before submitting a formal grievance.

Name of grievant _____ Rank _____

Institution _____ Dept. _____ This date _____

Home Address _____

Dept. phone number _____ home phone number _____

Please indicate the precise Article and subsection of the contract you allege has been violated _____

Explain the procedures you have followed to informally resolve your grievance including the date when you first learned that the problem existed, and, if different, the date when it occurred. Be sure to name persons with whom you discussed your grievance.

Date when problem occurred _____

Date when you learned of problem _____

If a grievant seeks relief for a grievance by judicial means outside the grievance procedure described in the contract, the processing of his grievance through internal grievance procedures shall cease, unless both CSC-AAUP and management agree otherwise.

Signature of Grievant _____

Forward a copy to the designated campus CSC-AAUP representative and the designated management person.

This Collective Bargaining Agreement was ratified by the bargaining unit members and the Board of Trustees for the Connecticut State Colleges on April 1, 1977 and approved by the Connecticut General Assembly May 19, 1977.

Negotiators for the Trustees

- John L. Butler, Executive Dean Western CT State College
- H.B. Jestin, Vice President, Academic Affairs Central CT State College
- Robert Meshanic, Dean of Student Affairs Eastern CT State College
- Clinton M. Ritchie, Executive Officer Board of Trustees for CT State Colleges

J. Claude Scheuerman, Vice President, Administrative Affairs Southern CT State College

Naomi Stonberg, Attorney Holtz & Drachman

Edward Bograd, Attorney Holtz & Drachman

Negotiators for CSC-AAUP

Alan Adler, Associate Professor of Chemistry Western CT State College

Bill Berlinghoff, Associate Professor of Math Southern CT State College

David N. Camaione, Professor of Physical Education Central CT State College

David C. Newton, Professor of Biology Central CT State College

Jean Thoresen, Assistant Professor of Sociology Eastern CT State College

Jean Kreizinger, Associate Professor of Biology (Alternate) Western CT State College

Michael K. Becker, Associate Professor of History (Research Coordinator) Central CT State College

ALLAN W. DRACHMAN, P. C.
ATTORNEYS AT LAW

ALLAN W. DRACHMAN
MICHAEL C. GILMAN
NAOMI R. STONBERG
PHILIP COLLINS

185 DEVONSHIRE STREET
BOSTON, MASSACHUSETTS 02110
(617) 482-8250

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NOV 1 1978

BOARD OF TRUSTEES
FOR THE STATE COLLEGES

Effective November 1, 1978, the name of the law
firm is changed

from

Holtz and Drachman, P.C.

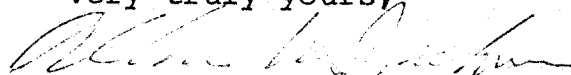
to

Allan W. Drachman, P.C.

Norman Holtz and Edward Bograd have withdrawn
from the firm.

Allan Drachman, Michael Gilman, Naomi Stonberg
and Philip Collins will continue our practice of
labor relations law representing management.

Very truly yours,



Allan W. Drachman

AMENDMENT TO AGREEMENT
BETWEEN
STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR STATE COLLEGES
AND
HOLTZ AND DRACHMAN, P.C.

October 6, 1978


The Agreement with Holtz and Drachman, P.C. covering the period July 1, 1978 through June 30, 1979, as approved by the Board of Trustees for State Colleges in SCR#78-31, is hereby amended as follows:

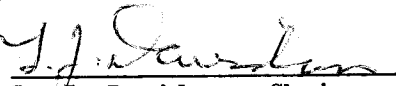
FROM: Payments are not to exceed eight thousand dollars (\$8,000).

TO: Payments are not to exceed thirty-five thousand dollars (\$35,000).

BOARD OF TRUSTEES FOR STATE COLLEGES

Date: October 16, 1978


James A. Frost, Executive Director


L. J. Davidson, Chairman

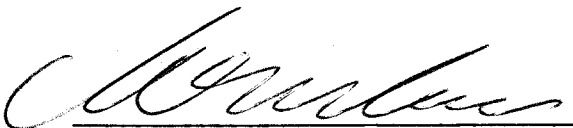
HOLTZ AND DRACHMAN, P.C.

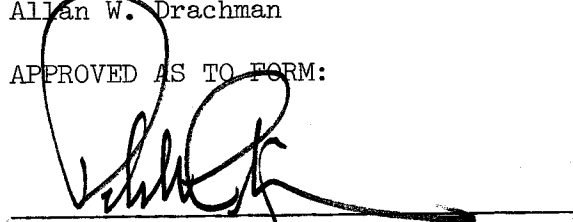
Date: October 18, 1978


Allan W. Drachman

APPROVED BY:

APPROVED AS TO FORM:


Secretary, Office of Policy
and Management


Attorney General

Date: 12-13-78

Date: DEC 21 1978

78-31
4/11/78

BOARD OF TRUSTEES
FOR THE STATE COLLEGES

DEC 29 1978

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STATE OF CONNECTICUT

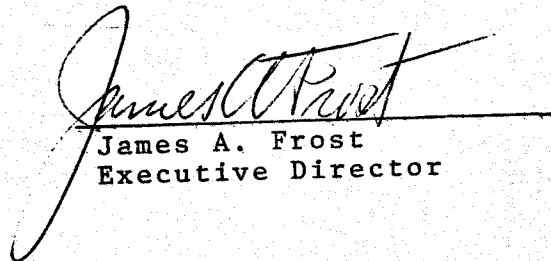
BOARD OF TRUSTEES
FOR THE STATE COLLEGES

P. O. Box 2008 NEW BRITAIN, CONNECTICUT 06050
827-7700
TEL. NEW BRITAIN: 203-229-6022 ~~NEW HAVEN: 203-366-1333~~

MOTION

October 6, 1978

Trustees approved a motion to increase the payments not to exceed \$35,000 to the firm of Holtz and Drachman, P.C.


James A. Frost
Executive Director

AGREEMENT BETWEEN

RECEIVED

STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR STATE COLLEGES

JUL 10 1978

AND

1/78 - 6/30/79

BOARD OF TRUSTEES
FOR THE STATE COLLEGES

HOLTZ AND DRACHMAN, P.C.

This agreement, by and between the State of Connecticut, Board of Trustees for State Colleges, hereinafter referred to as the Board, and Holtz and Drachman, P.C., 185 Devonshire Street, Boston, Massachusetts, hereinafter referred to as the consultant, under statutory authority of Section 10-109b of the General Statutes and Public Act 75-566, Witnesseth: The said Board hereby engaged Holtz and Drachman, P.C. as its labor relations consultant to provide the following services, as may be requested:

- general advice on labor relations;
- work with the Chief Executive Officer, his staff and management officials at the affiliated colleges to develop a labor relations capability in labor contract administration;
- advice on strategy and tactics in the negotiation of the successor collective bargaining agreements;
- advice on grievances, drafting answers, and decisions whether to settle or arbitrate;
- train and instruct in preparing and presenting arbitration cases to arbitrators, and, where requested, represent the Board in arbitration proceedings;
- represent the Board in proceedings before the State Labor Relations Board;
- such other services as may be from time to time required by the Board of Trustees or the Board's staff.

The consultant will provide these services through Allan W. Drachman, Edward Bograd, Naomi Stonberg or any other firm member acceptable to the Board.

The Board agrees to pay for the services of the consultant in accordance with the following schedule:

a) Seventy dollars (\$70) per hour for Allan W. Drachman, Edward Bograd or other senior member; and

b) Sixty dollars (\$60) per hour for Naomi Stonberg or other associate member;

c) Reasonable out-of-pocket expenses.

Fees and expenses will be billed monthly detailing expenses: hours, fees, travel time, hours at meetings and on phone.

Incidental service to the Board of Trustees, which shall mean attendance at meetings of the liaison committee and/or consultation with the Commissioner of Finance and Control (or successor under reorganization) concerning fiscal aspects of State College negotiations, shall not be billed to the Board of Trustees.

It is understood that the Attorney General of the State of Connecticut or members of his staff will represent the State in any legal proceeding before any State or Federal Court arising from labor relations activities.

The following mandatory clauses, appended hereto, are an integral part of this agreement, and are hereby incorporated by reference, to wit: Required approvals; non-discrimination

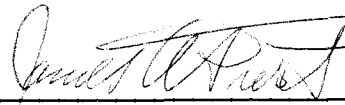
(Section 4-114a of the General Statutes); Executive Order number Three; and, Executive Order number Seventeen.

This contract covers the period July 1, 1978 to June 30, 1979, unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed eight thousand dollars (\$8,000).


No member of the consultant firm is a State employee.

BOARD OF TRUSTEES FOR STATE COLLEGES

Date April 21, 1978

by 
James A. Frost, Chief Executive Officer

Date April 28, 1978

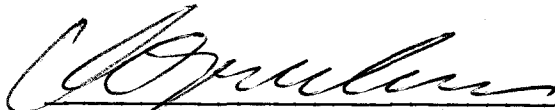
by 
Chairman

HOLTZ AND DRACHMAN, P.C.

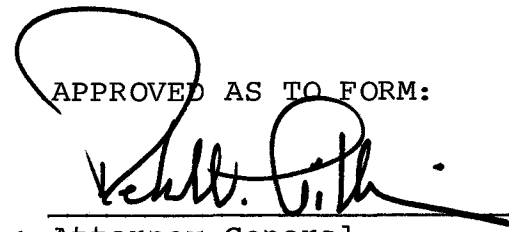
Date May 15, 1978

by 
Allan W. Drachman

APPROVED BY


Deputy Secretary,
Office of Policy and Management

APPROVED AS TO FORM:


Deputy Attorney General

Date MAY 23 1978


Date JUN 30 1978

I, Michael C. Gilman, Clerk of Holtz and Drachman, P.C., a Massachusetts corporation, do hereby certify I am the duly elected Clerk of said corporation and that the following is a true and correct copy of the corporate resolution voted at a meeting of the Board of Directors on April 27, 1977:

RESOLVED: That Allan W. Drachman, President of the corporation is hereby authorized to sign the Agreement with the Board of Trustees for State Colleges, State of Connecticut.

AND I DO FURTHER CERTIFY that the above resolution has not been in any wise altered, amended or repealed and is now in full force and effect.

Witness my hand and seal this 21st day of March, 1978.


Michael C. Gilman

MANDATORY CLAUSES

Required Approvals:

The contractor will not begin performance under the terms of the contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

The State of Connecticut assumes no liability for payment under the terms of this contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

Non-discrimination:

Public Act 76-8. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

Executive Order No. Three:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commission for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination; notwithstanding that the Labor Commissioner is not a party to this contract. The parties of this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices and policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

Executive Order No. Seventeen:

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the State Employment Service.

HOLTZ AND DRACHMAN, P. C.
ATTORNEYS AT LAW

NORMAN HOLTZ
ALLAN W. DRACHMAN
MICHAEL C. GILMAN
EDWARD BOGRAD
NAOMI R. STONBERG
PHILIP COLLINS
JOSEPH W. AMBASH

185 DEVONSHIRE STREET
BOSTON, MASSACHUSETTS 02110
(617) 482-8250

March 21, 1978

Clinton M. Ritchie, Executive Officer
Student, Faculty and Staff Affairs
Board of Trustees
for the State Colleges
P. O. Box 2008
New Britain, Connecticut 06050

RECEIVED

MAR 27 1978

BOARD OF TRUSTEES
FOR THE STATE COLLEGES

Dear Clint:

I am enclosing our proposed contract for services covering the Fiscal Year commencing July 1, 1978 and expiring June 30, 1979. The contract is the same except that:

1. In the listing of services, I have added a reference to advice on strategy and tactics in the negotiating in the successor collective bargaining agreement; and
2. The associate's rate which was unchanged in the current contract is increased \$5.

We have enjoyed working with you and look forward to our continuing relationship.

Yours very truly,



Allan W. Drachman

Enclosure

AGREEMENT BETWEEN

STATE OF CONNECTICUT
BOARD OF TRUSTEES FOR STATE COLLEGES

AND

HOLTZ AND DRACHMAN, P.C.

This agreement, by and between the State of Connecticut, Board of Trustees for State Colleges, hereinafter referred to as the Board, and Holtz and Drachman, P.C., 185 Devonshire Street, Boston, Massachusetts, hereinafter referred to as the consultant, under statutory authority of Section 10-109b of the General Statutes and Public Act 75-566, Witnesseth: The said Board hereby engaged Holtz and Drachman, P.C. as its labor relations consultant to provide the following services, as may be requested:

- general advice on labor relations;
- work with the Chief Executive Officer, his staff and management officials at the affiliated colleges to develop a labor relations capability in labor contract administration;
- advice on strategy and tactics in the negotiation of the successor collective bargaining agreements;
- advice on grievances, drafting answers, and decisions whether to settle or arbitrate;
- train and instruct in preparing and presenting arbitration cases to arbitrators, and, where requested, represent the Board in arbitration proceedings;
- represent the Board in proceedings before the State Labor Relations Board;
- such other services as may be from time to time required by the Board of Trustees or the Board's staff.

The consultant will provide these services through Allan W. Drachman, Edward Bograd, Naomi Stonberg or any other firm member acceptable to the Board.

The Board agrees to pay for the services of the consultant in accordance with the following schedule:

a) Seventy dollars (\$70) per hour for Allan W. Drachman, Edward Bograd or other senior member; and

b) Sixty dollars (\$60) per hour for Naomi Stonberg or other associate member;

c) Reasonable out-of-pocket expenses.

Fees and expenses will be billed monthly detailing expenses: hours, fees, travel time, hours at meetings and on phone.

Incidental service to the Board of Trustees, which shall mean attendance at meetings of the liaison committee and/or consultation with the Commissioner of Finance and Control (or successor under reorganization) concerning fiscal aspects of State College negotiations, shall not be billed to the Board of Trustees.

It is understood that the Attorney General of the State of Connecticut or members of his staff will represent the State in any legal proceeding before any State or Federal Court arising from labor relations activities.

The following mandatory clauses, appended hereto, are an integral part of this agreement, and are hereby incorporated by reference, to wit: Required approvals; non-discrimination

MANDATORY CLAUSES

Required Approvals:

The contractor will not begin performance under the terms of the contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

The State of Connecticut assumes no liability for payment under the terms of this contract until said contractor is notified by the Board of Trustees for State Colleges that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

Non-discrimination:

Public Act 76-8. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

Executive Order No. Three:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commission for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination; notwithstanding that the Labor Commissioner is not a party to this contract. The parties of this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices and policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(Section 4-114a of the General Statutes); Executive Order number Three; and, Executive Order number Seventeen.

This contract covers the period July 1, 1978 to June 30, 1979, unless terminated sooner by either party upon ten days' written notice. Payments are not to exceed eight thousand dollars (\$8,000).

No member of the consultant firm is a State employee.

BOARD OF TRUSTEES FOR STATE COLLEGES

Date _____ by _____
James A. Frost, Chief Executive Officer

Date _____ by _____

HOLTZ AND DRACHMAN, P.C.

Date _____ by Allan W. Drachman
Allan W. Drachman

APPROVED BY

APPROVED AS TO FORM:

Commissioner of Finance
and Control

Attorney General

Date _____

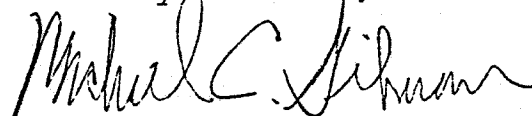
Date _____

I, Michael C. Gilman, Clerk of Holtz and Drachman, P.C., a Massachusetts corporation, do hereby certify I am the duly elected Clerk of said corporation and that the following is a true and correct copy of the corporate resolution voted at a meeting of the Board of Directors on April 27, 1977:

RESOLVED: That Allan W. Drachman, President of the corporation is hereby authorized to sign the Agreement with the Board of Trustees for State Colleges, State of Connecticut.

AND I DO FURTHER CERTIFY that the above resolution has not been in any wise altered, amended or repealed and is now in full force and effect.

Witness my hand and seal this 21st day of March, 1978.


Michael C. Gilman

Executive Order No. Seventeen:

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the State Employment Service.