



## STATE OF CONNECTICUT

## BOARD OF TRUSTEES

FOR THE STATE COLLEGES

P. O. Box 2008

NEW BRITAIN, CONNECTICUT 06050

TEL. NEW BRITAIN: 203-229-1607

TEL. HARTFORD: 203-566-7373

## RESOLUTION

concerning

## AN AGREEMENT BETWEEN

THE BOARD OF TRUSTEES FOR THE CONNECTICUT STATE COLLEGES

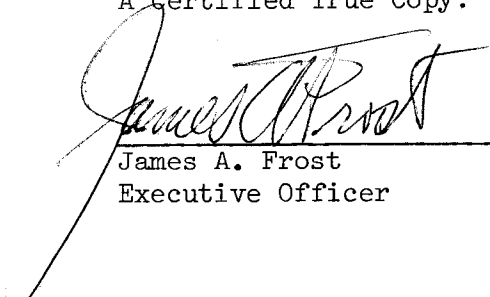
and

HOLTZ AND DRACHMAN, P.C.

July 15, 1977

- WHEREAS, The Board of Trustees for the Connecticut State Colleges under statutory authority of Section 10-109b of the General Statutes has the responsibility to fix compensation of certain personnel needed to maintain and operate the institutions within its jurisdiction, and
- WHEREAS, The Trustees are mandated under Public Act 75-566 to exercise this responsibility within the collective bargaining process between the State of Connecticut and its employees, and
- WHEREAS, The Trustees require the services of a professional consultant in meeting this responsibility, be it
- RESOLVED, That the Board of Trustees for the Connecticut State Colleges approves and accepts the terms of a document entitled, "Agreement between the State of Connecticut Board of Trustees for State Colleges and Holtz and Drachman, P.C."

A Certified True Copy:



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James A. Frost  
Executive Officer

AGREEMENT BETWEEN  
STATE OF CONNECTICUT  
BOARD OF TRUSTEES FOR STATE COLLEGES  
AND  
HOLTZ AND DRACHMAN

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, 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 engages Holtz and Drachman as its labor relations consultant to provide the following services, as may be requested:

- general advice on labor relations;
- advise and recommend the Board's positions on appropriate bargaining units and represent the Board in proceedings before the State Labor Relations Board;
- represent the Board as chief negotiator in labor negotiations with the designated bargaining agents of employees of the Board. This includes working with the Board and/or its designated subcommittee in developing bargaining strategy, tactics, proposals and counterproposals, and representation in any impasse procedure.
- advice on grievances;
- 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 Fair Labor Standards Act problems and affirmative action programs;
- such other services as may be from time to time required.

The consultant will provide these services through Allan W. Drachman, Edward Bograd, or any other partner or associate of the firm acceptable to the Board. In the event that an associate

January 1, 1977, at the rate of sixty-five dollars (\$65) per hour together with reasonable out-of-pocket expenses, billed monthly. Incidental service to the Board of Trustees, which shall mean attendance at meetings of the liaison committee and/or consultation with the Commission of Finance and Control 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 December 22, 1975, to June 30, 1977, unless terminated sooner by either party upon ten days' written notice, payments are not to exceed \$20,000. <sup>OK</sup> <sub>and</sub>

No member of the consultant firm is a State employee.

BOARD OF TRUSTEES FOR STATE COLLEGES

Date February 19, 1976

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

Date 3/12/76

by Bernice C. Nijadlik  
Chairman

HOLTZ AND DRACHMAN

Date 2/4/76

by Allan W. Drachman  
Allan W. Drachman

APPROVED BY: 4/5/76  
Jay [Signature]  
Commissioner of Finance and Control

APPROVED AS TO FORM:  
[Signature]  
Deputy Attorney General

Date

Date

APR 8 1976

## MANDATORY CLAUSES

### Required Approvals:

The contractor will not begin performance under the terms of the contract until said contractor is notified by the Board 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 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:

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, religion, 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 to 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 hereof. 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.

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

**RECEIVED**

SEP 30 1977

BOARD OF TRUSTEES  
FOR THE STATE COLLEGES

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 engages 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 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.

OK  
Allan W. Drachman

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) Sixty-five dollars (\$65) per hour for Allan W. Drachman, Edward Bograd or other senior member, and, effective January 1, 1978, seventy dollars (\$70) per hour for any such senior member;

b) Fifty-five dollars (\$55) 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.

OK  
Quill  
JTB

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, 1977 to June 30, 1978,  
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 August 1, 1977

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

Date 8/1/77

by Samuel J. Danbar  
, Chairman

HOLTZ AND DRACHMAN, P.C.

Date 8/1/77

by Allan W. Drachman  
Allan W. Drachman

APPROVED BY:

A. V. Melan

Commissioner of Finance  
and Control

APPROVED AS TO FORM:

Schultz

Deputy Attorney General

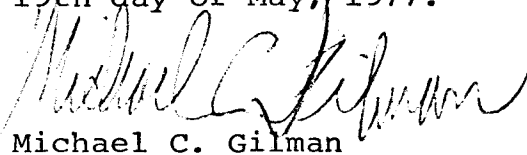
Date SEP 15 1977

Date SEP 23 1977

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.

Witness my hand and seal this 19th day of May, 1977.

  
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.



# STATE OF CONNECTICUT

BOARD OF TRUSTEES  
FOR THE STATE COLLEGES

P. O. Box 2008      New Britain, Connecticut 06050  
TEL NEW BRITAIN: 203-229-1607      TEL HARTFORD: 203-566-7373

DATE: August 5, 1977

TO: Commissioner Anthony Milano  
Finance and Control

FROM: James A. Frost, Executive Director  
Board of Trustees for State Colleges

CONCERNING: Approval of An Agreement Between The Board of Trustees  
for the Connecticut State Colleges and Holtz and Drachman, P.C.

**RECEIVED**  
SEP 30 1977  
BOARD OF TRUSTEES  
FOR THE STATE COLLEGES

Attached you will find a Trustee Resolution (SCR# 77-83) authorizing the Agreement, also attached, by which to secure the necessary services of a professional consultant on labor relations matters. We will appreciate your early approval of this modest commitment as issues on the horizon will require such services at an early date. To facilitate final clearance as to form we have secured preliminary review consent.

If there are any questions, please call me or Fred Rossomando for direct answers.

CMR:em

Att. (2)

July 19, 1977

Mr. Allan W. Drachman  
Holtz and Drachman, P.C.  
185 Devonshire Street  
Boston, MA 02110

Dear Allan:

Re: Proposed Contract for Fiscal Year 1978

The Board is interested and has authorized us to proceed if you are willing to include the additions as noted in the draft. I called your office only to find you were on vacation and, thus, could not secure your consent in advance of the meeting.

Let me know how you wish to proceed, either for us to amend your original contract or you will send us another original.

We look forward to your continued first-rate service.

Yours truly,

Clinton M. Ritchie, Executive Officer  
Student, Faculty and Staff Affairs

CMR:em

Enc.



STATE OF CONNECTICUT

SCR#76-11

BOARD OF TRUSTEES  
FOR THE STATE COLLEGES

P. O. BOX 2008 NEW BRITAIN, CONNECTICUT 06050  
TEL. NEW BRITAIN: 203-229-1607 TEL. HARTFORD: 203-566-7373

RESOLUTION

concerning

An Agreement between the  
Board of Trustees for the  
Connecticut State Colleges

and

Holtz and Drachman, P. C.,

~~March 12, 1976~~  
July 15, 1977

WHEREAS, The Board of Trustees for the Connecticut State Colleges under statutory authority of Section 10-109b of the General Statutes has the responsibility to fix compensation of certain personnel needed to maintain and operate the institutions within its jurisdiction, and

WHEREAS, The Trustees are mandated under Public Act 75-566 to exercise this responsibility within the collective bargaining process between the State of Connecticut and its employees, and

WHEREAS, The Trustees require the services of a professional consultant in meeting this responsibility, ~~and be it~~

WHEREAS, The terms of hiring this professional consultant have been agreed to by the State Commissioner of Personnel, the State Commissioner of Finance and Control and subsequently by the executive officers of the constituent units of public higher education, be it

RESOLVED, That the Board of Trustees for the Connecticut State Colleges approves and accepts the terms of a document entitled, "Agreement between the State of Connecticut Board of Trustees for State Colleges and Holtz and Drachman, P. C."

A Certified True Copy:

James A. Frost  
Chief Executive Officer

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 engages 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 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 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) Sixty-five dollars (\$65) per hour for Allan W. Drachman, Edward Bograd or other senior member, and, effective January 1, 1978, seventy dollars (\$70) per hour for any such senior member;

b) Fifty-five dollars (\$55) 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, 1977 to June 30, 1978,  
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 \_\_\_\_\_  
, Chairman

HOLTZ AND DRACHMAN, P.C.

Date 6/17/77

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.

Witness my hand and seal this 19th day of May, 1977.

  
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.