

Chairman Board Of Trustees P.O. Box 2008, New Britain, Connecticut 06050 Phone: (203) 827-7700

## RESOLUTION

# concerning

### CONFIRMATION OF THE CSU-AAUP AND SUOAF-AFSCME

### CONTRACT AMENDMENTS

December 6, 1991

WHEREAS,

Pursuant to BR#91-97, the Collective Bargaining Committee of the Board of Trustees for Connecticut State University ratified the CSU-AAUP and SUOAF-AFSCME Contract Amendments, and authorized a mail-in ballot on the subject by all Board members, and

(n)

\* WHEREAS,

By mail-in ballot, ten Trustees voted approval of the Contract Amendments and six members did not vote, therefore, be it

RESOLVED,

That the ratification vote of the CSU-AAUP and SUOAF-AFSCME Contract Amendments, which are attached to this resolution, is herewith recorded and confirmed.

A Certified True Copy:

A. Searle Pinney

Chairman

\* One late the approval Received after date of this Reso.



# VOTE OF TRUSTEES FOR CONNECTICUT STATE UNIVERSITY

DATE OF MEETING	Mail-	in Ballot	November 199	01	
RESOLUTION Ratification	on of CSU-A	AUP and S	UOAF-AFSCME Co	ntract Am	endments
MOTION					
MOVED BY:			_SECONDED BY:_		
	FOR		AGAINST		STAINED
A. SEARLE PINNEY	X				
ROBERT J. CARTOCETI					
JAMES P. COMER	X				
LYNN M. HATHAWAY	X	Rece	ved 12-10-01	- Deloyal -	by Post Office
BRIAN K. HILL	X				2 0,
LUVA MEAD HOAR	X			· · · · · · · · · · · · · · · · · · ·	
NANCY W. KAPLAN	X				
KONRAD R. KRUGER					
ELLEN W. LONG	Х		·		
FELIX H. MAGUIRE				· · · · · · · · · · · · · · · · · · ·	
BARTON L. MANAKER					
LAWRENCE D. MC HUGH	X				
JOHN F.MORGAN	Х	•			
GREGG R. SALTERS					<u> </u>
LINDA L. THOMSEN	Х				
ALVIN B. WOOD	X			· · · · · · · · · · · · · · · · · · ·	

# STATE OF CONNECTICUT

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From	NAME	TITLE	TELEPHONE		
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SUBJECT	Ballot for Contract Am	endments			
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#### COLLECTIVE BARGAINING AGREEMENT AMENDMENT

#### between

### BOARD OF TRUSTEES FOR CONNECTICUT STATE UNIVERSITY

#### and

# CONNECTICUT STATE UNIVERSITY AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

August 24, 1990 - August 19, 1993

The parties who have made and entered into a Contract as an employee organization (CSU-AAUP) and an employer (Board of Trustees for Connecticut State University) hereby alter the provisions of their Contract dated August 24, 1990 and remaining in force until August 19, 1993.

For purposes of this document: "Agreement" refers to this document; "Contract" refers to the approved collective bargaining contract between the parties for August 24, 1990 - August 19, 1993.

1. The provisions of this Agreement supersede the relevant articles of the existing approved Contract between the parties.

# Fiscal Year 1991-92

2. Notwithstanding Article 11 of the Contract, all full-time members of the bargaining unit shall have their salaries reduced to their salary prior to that pay period including September 1, 1991, effective for check dates after December 1, 1991. Said members shall return to their prior salaries effective August 7, 1992 (check date September 4, 1992).

Part-time member pay for the Fall 1991 semester shall be computed as the 1990-91 pay rate plus 30 percent of the increase in rates due under the current Contract. Remaining pay check amounts shall be adjusted as necessary.

Part-time member pay for the Spring 1992 semester shall be at the 1990-91 contractual rates, except the final payment of the semester shall include 1/26 of the 1991-92 increase due pursuant to the Contract.

3. In consideration of the savings generated, the Board agrees there shall be no announcement of non-renewal or retrenchment of tenured members for economic reasons, but not program discontinuance, prior to May 31, 1992.

# Fiscal Year 1992-93

4. The parties to this Agreement understand the General Fund Budget for FY 1992-93 is unknown. The parties believe, however, they should take responsible action now to minimize costs and ensure access for Connecticut's students through maintenance of efficient staffing levels appropriate to educational objectives.

Accordingly, notwithstanding the provisions of Article 11.2.2 of the Contract, the parties agree to a delay of 23 pay periods for the pay increase originally scheduled for that pay period including September 1, 1992, effective July 9, 1993 (check date August 6, 1993).

Part-time member pay for the 1992-93 academic year shall be at the 1991-92 contractual rates, except the final payment of the semester shall include 3/26 of the 1992-93 increase due pursuant to the Contract.

5. The parties agree on job protection as follows for 1992-93:

If an early retirement program is offered prior to June 1, 1992, with a yield from the bargaining unit of 75 or more members prior to September 1, 1992, there shall be no announcement of non-renewal or retrenchment of tenured members for economic reasons, but not program discontinuance, prior to May 31, 1993.

# Fiscal Year 1993-94

6. Members shall receive their increase July 9, 1993 (check date August 6, 1993), as noted in #4 above.

## General Provisions

- 7. Chairperson stipends calculated pursuant to Article 11.5.5 shall be based on the maximum salaries as listed in the Contract.
- 8. Notwithstanding the provisions of Article 11.5.4 of the Contract, members promoted shall receive the increase to base salary of the fixed dollar amount specified in Article 11.5.4. If the adjusted salary does not equal or exceed the contractual minimum rank to which appointed, the minimum shall become the member's salary.
- 9. The longevity base (Article 12.12) shall be calculated based on the maximum salaries as listed in the Contract.
- 10. No new market pay adjustments shall be recommended to the Board prior to May 1993.
- 11. Notwithstanding the provisions of Article 5.6 of the Contract, salary rates for CSU Professors shall be computed from adjusted base pay reflected in the above provisions.

- 12. Intersession and summer session payment rates shall follow the Contract.
- 13. The Board and CSU-AAUP agree that members furloughed July 2, 3 and 5 shall be permitted to retroactively account for such days as vacation days. The parties further agree payment for such days shall be included in the check dated December 27, 1991, and the settlement of this issue is without precedent and with prejudice.
- 14. In consideration of the concessions granted herein, the parties agree to waive the provisions of Article 9.6.4.2 through July 9, 1993. Thereafter, the provisions shall be in full force and effect.
- 15. In the event that economic crisis, which through good faith efforts the parties cannot deter, results in separation of members; such members shall have the giveback portion restored to them as severance pay.

For Connecticut State University -American Association of University

**Professors** 

For Connecticut State University

Board of Trustees

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#### COLLECTIVE BARGAINING AGREEMENT AMENDMENT

#### between

# BOARD OF TRUSTEES FOR CONNECTICUT STATE UNIVERSITY

#### and

# STATE UNIVERSITY ORGANIZATION OF ADMINISTRATIVE FACULTY AFSCME - COUNCIL 4 - LOCAL 2836

July 1, 1990 - June 30, 1993

The parties who have made and entered into a Contract as an employee organization (SUOAF-AFSCME) and an employer (Board of Trustees for Connecticut State University) hereby alter the provisions of their Contract dated July 1, 1990 and remaining in force until June 30, 1993.

For purposes of this document: "Agreement" refers to this document; "Contract" refers to the approved collective bargaining contract between the parties for July 1, 1990 - June 30, 1993.

1. The provisions of this Agreement supersede the relevant articles of the existing approved Contract between the parties.

# Fiscal Year 1991-92

- 2. Each member of the bargaining unit shall return to the payroll status held prior to the first day of the pay period that included July 1, 1991, effective the first day of the pay period beginning November 1, 1991 (check date November 29, 1991). For those members hired between June 28, 1991, and November 15, 1991, since no increase was received, no reduction shall occur.
- 3. The parties agree the pay current on the date of this Agreement shall be restored to continuing members of the bargaining unit effective June 26, 1992, (check date July 24, 1992) for those who deferred wages per #2 above.

Merit pay effective in that pay period including September 1, 1991, shall be deferred to that pay period including July 1, 1992.

An amount of \$35,000 accumulated in the professional development fund described in Article 22.6, including funds available in FY 1991-92, is relinquished to the Board. Professional development money shall again become available pursuant to the Contract for FY 1992-93.

4. In consideration of the savings generated, the Board agrees there shall be no declaration of fiscal exigency or notice given of non-renewal of members on term appointments for economic reasons for the remainder of FY 1991-92. This provision is without prejudice or precedent.

# Fiscal Year 1992-93

5. The parties to this Agreement understand the General Fund budget for FY 1992-93 is unknown. The parties believe, however, they should take responsible action now to minimize costs and ensure access for Connecticut's students through maintenance of sufficient staffing levels appropriate to educational objectives.

Accordingly, the parties agree to a delay of 23 pay periods for the pay increase originally scheduled for that pay period including July 1, 1992, to May 14, 1993.

# General Provisions Applicable to the Duration of this Agreement

- 6. Members promoted or reclassified within the meaning of Article 10.4 of the Contract during delayed payment period(s) shall receive promotional or reclassification increases as provided by past practice. Such increase shall, however, be added to the member's reduced salary base during the delayed payment period(s). At the conclusion of the delayed payment period in which the promotion or reclassification was awarded, the member's salary shall be first adjusted to include the original collective bargaining increase that would have been received. Then the member's new base salary rate shall be recalculated to appropriately reflect its full percentage value when applied to the adjustment base.
- 7. Newly employed members shall be offered salary levels in line with salaries being paid during the hold-back period. For members hired after November 15, 1991, their salaries shall be increased 5 percent effective July 24, 1992. For members hired after July 1, 1992, their salaries shall be increased 5 percent effective April 30, 1993. No newly employed member shall receive a salary that is higher than the position's deferred rank maximum.
- 8. Minimum salaries shall be those currently specified in this Contract.
- 9. Longevity shall be calculated based on the published minimum salaries for each period in accordance with current Contract provisions for the period.
- 10. Part-time pay rate increases shall be deferred on the same schedule as full-time member pay.
- 11. The Board and SUOAF-AFSCME agree that members furloughed July 2, 3 and 5 shall be permitted to add one day to their vacation day balance for each day furloughed, or a member may request payment (in writing to the personnel office) for furloughed days. Such payment will be reduced by any unemployment paid or owed to the member and will be made in the check dated December 13, 1991. The settlement of this issue is without precedent and with prejudice. Further, this agreement is full and final settlement of all outstanding grievances, arbitration actions, prohibited practice charges, or any other related claims. SUOAF-AFSCME shall withdraw all such pending actions.

- 12. In the event that economic crisis, which through good faith efforts the parties cannot deter, results in separation of members; such members shall have the giveback portion restored to them plus two months' salary as severance pay.
- 13. Pursuant to Articles 30.1 through 30.3.2, the parties agree to support the language in the Executive Branch/AFSCME Council 4 Agreement concerning pension, health insurance benefits, and related issues applicable to bargaining units.
- 14. Effective July 1, 1992, through June 30, 1994, no University Assistant or other part-time non-bargaining unit employee shall be assigned to the work formerly done by a SUOAF member whose position becomes vacant during said period.
- 15. From the date of this Agreement, through June 30, 1993, for reclassification grievances the parties agree that at the conclusion of Step 4 in the grievance process the arbitration deadline shall be extended by one year. During this period, the Local President and CSU Vice President for Personnel shall meet and consider the merits of the dispute. Upon mutual agreement, resolution of the grievance shall be final and binding. The parties recognize the experimental nature of this procedure and neither shall cite this provision as precedent in any future arbitration.
- 16. The parties agree to extend the current Contract through June 30, 1994. The parties further agree to commence negotiations, restricted to wages for FY 1993-94, on or about January 1, 1993.

for State University Organization of

Date

Administrative Faculty - AFSCME

For Connecticut State University

Board of Trustees

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