

Collective Bargaining Agreement

between the

State College Organization of Administrative Faculty

AFSCME - Council 4 - Local 2836

and the

Board of Trustees for the

Connecticut State Colleges

July 20, 1979

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PREAMBLE

The intent of the parties hereto in carrying out their responsibilities to negotiate the terms and conditions of employment for members of the bargaining unit is to promote the quality and effectiveness of education in the Connecticut State College System and to maintain high standards of academic excellence in all phases of instruction, research, and service. The parties concur that the objectives are facilitated by amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement in the Connecticut State College System, and that participation of Administrative Faculty in the formulation of policies under which they provide their services is educationally sound.

While the State College Organization of Administrative Faculty/American Federation of State County and Municipal Employees, Council 4, local 2836, AFL-CIO (hereinafter the "Union"), as the elected bargaining agent retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees (hereinafter the "Board"), retains the rights, under law, to manage and direct the Connecticut State College System, the parties recognize the desirability of collegial governance for the faculty in areas of academic or professional concern. It is desirable that the collegial system of governance be maintained and strengthened throughout the Connecticut State College System so that faculty will have a mechanism and procedure, independent of the collective bargaining process, and not subject thereto, for making recommendations to appropriate administration officials. Both parties to this Agreement recognize and endorse the participation of the Administrative Faculty in the governance of the academic community.

This Preamble is a statement of intent and policy only and is therefore not subject to Article XXIV (Grievance Procedure) of this Agreement.

AGREEMENT

THIS AGREEMENT is made and entered into this th day of July, 1979 by and between the Connecticut State College Organization of Administrative Faculty, AFSCME, Council 4, Local 2836, AFL-CIO (designated as an employee organization by Public Act 75-566 and hereinafter referred to as "SCOAF/AFSCME"), the Board of Trustees of the Connecticut State Colleges (designated as an employer by Public Act 75-566 and hereinafter referred to as the "Board"), and the State of Connecticut.

ARTICLE I

DEFINITIONS

- 1.1 "BOARD" (also called "EMPLOYER") - The Board of Trustees for the Connecticut State Colleges.
- 1.2 "CONNECTICUT STATE COLLEGES" (also called "COLLEGES", "CSC") - Central Connecticut State College, Eastern Connecticut State College, Southern Connecticut State College, and Western Connecticut State College, both individually and collectively, and including any laboratory schools, branches, divisions, or subdivisions thereof.
- 1.3 "MANAGEMENT" - The Board together with its executive officers and executive staff, including (but not limited to) the Presidents, Vice-Presidents, Deans of the Colleges, and all such other management personnel, as defined in Public Act 75-566. The term does not include bargaining unit members as defined in Public Act 75-566 or bargaining unit members as defined in 1.6.
 - 1.3.1 "PRESIDENT" - Designates the President(s) of the State College(s) singly and collectively.
- 1.4 "BARGAINING UNIT" - The bargaining unit representing the administrative faculty members of the State Colleges as described in Article II of this Agreement.
- 1.5 "STATE COLLEGE ORGANIZATION OF ADMINISTRATIVE FACULTY-AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES COUNCIL 4" (hereinafter referred to as "SCOAF/AFSCME" or "UNION") - The exclusive representative of employees in the bargaining unit, pursuant to certification by the Connecticut State Board of Labor Relations.

- 1.6 "MEMBERS" or "MEMBERS OF THE BARGAINING UNIT" - Unless expressly specified otherwise, these terms are interchangeable and shall refer to the following employees of the State Colleges: those members of the bargaining unit who are full-time or part-time employees regularly assigned twenty or more hours per week in an administrative capacity. Such individuals may also be referred to as administrative faculty.
- 1.7 CALENDAR.
- 1.7.1 "FISCAL YEAR" - The 12-month calendar period beginning July 1 and ending the following June 30.
- 1.7.2 "ACADEMIC YEAR" - That period which begins on the first day of the academic year as published by the Board and terminates on the last day of the published Academic Calendar, inclusive.
- 1.7.3 "TWELVE (12) MONTH YEAR" - That work period specified for administrative faculty covering 261 work days.
- 1.7.4 "Ten (10) Month Year" - that work period specified for administrative faculty covering 217 work days. These work days shall normally be consecutive, inclusive of paid holidays.
- 1.8 "YEARS OF SERVICE" - The cumulative number of calendar years of service in administration plus the number of academic years of employment in teaching at the Connecticut State Colleges. For teaching credit toward years of service, employment for one-half (1/2) of a semester but less than a full semester shall be considered one-half (1/2) of an academic year's service. For administrative credit, a year of service shall consist of the member's full contracted year of service. Unless otherwise specified elsewhere in this Agreement, employment need not be consecutive to retain credit for "years of service". Time spent on any paid leave of absence shall be deemed "service".
- 1.9 RULES OF CONTRUCTION.
- 1.9.1 "GENDER AND NUMBER" - The masculine and feminine gender import one another, and the singular shall include the plural whenever applicable.
- 1.9.2 "APPLICATION OF AGREEMENT" - All provisions of this Agreement shall apply to all members of the bargaining unit, unless specified otherwise.

- 1.9.3 "HEADINGS" - Headings and captions are used in this Agreement for purposes of convenience only and do not carry substantive meaning.
- 1.10 "AGREEMENT" - Synonymous with Contract.

ARTICLE II

RECOGNITION OF SCOAF-AFSCME

The Board recognizes SCOAF-AFSCME as the sole and exclusive agent for the purpose of collective bargaining on wages, hours of work, and other conditions of employment for all administrative non-instructional faculty consisting of Administrators I through V, in the bargaining unit as certified by the Connecticut State Labor Relations Board in Case Nos. SE-3354, SE-3373, SE-3372, and SE-3334 dated the 25th day of May, 1976, and excluding all Presidents, Vice-Presidents, Deans, statutory exclusions pursuant to Public Act 75-566, other employees of the Board, and the following confidential positions on each of the campuses: Executive Assistant to the President, Director of Research, and Director of Public Affairs.

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

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES

It is recognized by the parties that pursuant to Section 10-109b of the General Statutes, the Board of Trustees is the state agency solely responsible for overseeing the administration of the State Colleges, including their maintenance, operation, and the administration and allocation of all authorized appropriations.

Unless there is an express provision in this Agreement to the contrary, nothing in this Agreement shall be construed to infringe upon the statutory rights, responsibilities, and jurisdiction of said Board, including, but not limited to, the right to establish duties, job requirements and qualifications

of personnel subject to the provisions of this Agreement; to develop educational missions; to approve educational programs; to establish new facilities; to determine staffing requirements and the number and location of facilities; to determine, with the limitations of the General Statutes, whether the whole or any part of an operation shall continue to operate; to promulgate appropriate regulations and policy provided that such regulations and policies shall not be exercised so as to violate any of the specific provisions of this Agreement; to have the necessary freedom to require performance which insures efficient and effective operation in all matters properly reserved to management and to strive consistently for excellence in pursuit of the educational objectives of the Board.

ARTICLE IV

NON-DISCRIMINATION

The Board of Trustees and SCOAF/AFSCME agree that no member of the bargaining unit shall be discriminated against in violation of federal or state statutes or with respect to any legal behavior not detrimental to students or to other members of the college community.

Claims of discrimination under this Article shall be brought to the attention of the party who is allegedly engaging in such discrimination. The parties shall make an effort to resolve the matter informally. If the parties are unable to resolve the matter in such a manner, claims of discrimination shall be submitted to a Non-Discrimination Committee established by the College Senate. The Non-Discrimination Committee shall be set up no later than six (6) months after the signing of this Agreement, and shall be equally composed of bargaining unit members and management. The non-voting convener shall be the EEO-Affirmative Action Officer or a designee on the individual campus. Said Committee shall investigate the alleged discrimination and shall submit a written report to the member who alleges discrimination, the College Senate, and the College President. If the Committee finds that discrimination has occurred, the College shall be obliged to rectify the discrimination to the satisfaction of the Committee. If the Committee's findings do not support the allegation of discrimination or if a tie vote of the Committee occurs, further recourse shall only be through state and federal procedures established for such purpose, and shall not be subject to the provisions of Article XXIV (Grievance Procedure) of this Agreement.

ARTICLE V

UNION DUES, AGENCY SHOP FEE AND CHECKOFF

The parties acknowledge that, in accordance with Section II of Public Act 75-566, each member of the bargaining unit, whether or not a member of SCOAF-AFSCME, shall as a condition of continued employment pay to the Union an amount equal to the regular dues, fees, and assessments charged to members.

In order to implement the section above and in accordance with Section II of Public Act 75-566, the Board shall deduct from each salary payment payable to a member of the bargaining unit a sum equal to one-twenty-sixth (1/26th) of the annual charges for dues (for members of SCOAF-AFSCME), service fees (for non-members), initiation fees (if any), and assessments (if any), and pay such monies to SCOAF-AFSCME within two weeks after the comptroller has forwarded said monies to the colleges. Both parties to this agreement recognize that a percentage dues structure may be applied so that the amount withheld varies with changes in base salary.

Effective July 1, 1979, payroll deduction of union dues for other employee organizations not parties to this agreement shall be discontinued.

ARTICLE VI

UNION RIGHTS

- 6.1 The Board agrees to notify all new administrative faculty members as defined in Article II that SCOAF-AFSCME is their sole bargaining agent. The Board further agrees that it will in no way restrict or impair the rights of the administrative faculty to become members of SCOAF-AFSCME, to bargain collectively through their representatives on questions of wages, hours, and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining.
- 6.2 Management shall furnish to the Union and the Union shall furnish to the Board, upon written request, all available non-confidential information that may be required to administer this Agreement or to engage in negotiations for a new Agreement. The written request must specify the information required and the reason for the need for the material. Any costs for such material shall be reimbursed by the requesting party at the rates established by the State. Both parties must respond within seven (7) days

and must deliver the material within a reasonable period of time.

The Board shall promptly notify the Union of all changes in the employment status of bargaining unit members and the reason for such changes.

The bargaining agent shall have reasonable access to the State College's duplicating, printing, mail, photographic and food services, bulletin boards, physical facilities, telephone service, and audio-visual equipment as specifically requested in writing provided that such service does not interfere with scheduled college activities and responsibilities. The direct cost for such services shall be reimbursed to the College through direct provision, replacement of supplies used, or by payment upon issue of a proper invoice.

The bargaining agent shall indemnify the College for any willful and/or negligent damage to equipment occurring during its use by the bargaining agent.

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

- 6.3 The Board agrees to provide the Union with office space at each State College. Employees of the Union shall have the same parking privileges at the State Colleges as members of the bargaining unit.
- 6.4 Representatives of the Union shall be entitled to appear, upon request, before the Personnel and Employee Relations Committee of the Board on matters related to terms and conditions of employment after submitting a brief written statement of the subject of concern and obtaining an approved agenda schedule.

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

- 6.5 The Board agrees to provide leave with pay for up to five (5) working days per year per person to enable four (4) SCCAF/AFSCME delegates to attend official AFSCME conventions or conferences. The attendance of more than one member from the same campus at the same convention or conference must be approved by the immediate supervisor

and the appropriate chief management official. Such leave shall not be cumulative. The delegate must provide the immediate supervisor and the appropriate management official at least fifteen (15) working days notice of the intent to take such leave.

- 6.6 As an organization representing professional employees, SCOAF/AFSCME is expected to continue to exercise reasonable discretion in the scheduling of chapter and committee meetings during normal operating hours. Said meetings shall not interrupt normal college operations. If the President of a college has been given 48 hours written notice of the time and duration of a SCOAF/AFSCME chapter meeting, and at the time of receipt of notice the President has not scheduled other meetings for professional staff during the same period, the College President shall not schedule any other meetings involving the administrative faculty during the chapter meeting period.
- 6.7 The Board and SCOAF/AFSCME encourage periodic meetings between the Presidents of the State Colleges and SCOAF/AFSCME chapter officers and similar meetings of the Board's Executive Secretary (or designee) and the executive officers of SCOAF/AFSCME. The purpose of these meetings shall be to discuss the overall relationship between the parties to this Agreement. The parties agree and understand that such meetings shall not be used for the purpose of negotiation.
- 6.8 THE SCOAF/AFSCME Local President shall be allowed an average of six (6) hours of released time per week for the purpose of handling grievances, meeting with the Board, and carrying out other duties associated with his office. Where the Local President is also the SCOAF/AFSCME Chapter President, he may reassign his six (6) campus hours to another individual with written notification of such reassignment to the President of the College.

Individual SCOAF/AFSCME Chapter Presidents shall also be granted an average of six (6) hours of released time per week with the stipulation that no two (2) persons receiving such time shall be from the same department.

In addition no individual in the bargaining unit shall receive more than an average of six (6) hours of released time per week.

ARTICLE VII

ACADEMIC FREEDOM

SOCAF/AFSCME and the Board reaffirm adherence to principles of academic freedom (*) in professional activity, faculty instruction, and research as a right that can neither be denied or abridged. An administrative faculty member shall have the latitude to report the truth as he/she sees it -- in office, classroom, publication, reports of research activities, and all forums -- academic or administrative.

Members participate as representatives of a learned profession, of an educational institution and of society at large. When they speak or write as members of society they are free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and educational leaders, they should remember that the public may judge their institution by their utterances. Hence, they should at all times strive in a positive manner to be accurate, to exercise appropriate restraint, and to show respect for the opinions of others.

In exercising academic freedom, the administrative faculty member should recognize his/her correlative responsibilities. The pursuit of professional activity, classroom teaching, or research should not inappropriately affect college service. In making public statements, the staff member should exercise discretion, attempt to be accurate, and indicate that he/she is not speaking for the Connecticut State Colleges.

(*) As derived from the 1940 AAUP statement on Academic Freedom and Tenure. This footnote does not incorporate by reference the 1940 statement and the Interpretive comments thereto.

ARTICLE VIII

WORKLOAD

- 8.1 The work year for members of the bargaining unit employed on a 12-month basis shall be the calendar year beginning July 1 of the stated Fiscal Year and concluding on June 30 of the year following, a period of 261 work days. Administrative faculty members working on a 10-month basis shall normally begin work on the first day of the academic year as published by the Board or no earlier than 15 working days prior to the first day of the academic year. They shall then serve for a period of the 10 months or specifically not less than 217 days. Variable schedules for 10-month employees shall be mutually agreed on by the employee, his supervisor, the appropriate management

- official, and the Union.
- 8.2 The normal work week is 35 hours. When conditions require, evening or weekend work may be necessary in support of the academic mission. Adjustments for variations of the 35 hour weekly schedule shall be made by the employee with the consent of his/her immediate supervisor.
- 8.3 Outside of normal job responsibilities, when an administrative faculty member, with the consent of the immediate supervisor and appropriate academic dean, teaches in an academic department, his administrative workload shall be adjusted according to the following ratio: the number of credit hours taught per week divided by the length of the semester in terms of weeks. Instructional activities shall be coordinated with the members of the department and/or division involved.
- 8.3.1 An administrative faculty member may be hired to teach in the Extension College. He/she shall be compensated at least at the rate established by the College for Lecturer I, II, or Special Lecturer, upon agreement with the appropriate management official of the Extension College.
- 8.3.2 A 10-month administrative faculty member may be hired outside of his/her 217 day work year to perform administrative duties. During this time, the member shall be paid at his/her normal daily rate in effect at the time worked or at the entry level salary for the position assumed, whichever is greater.
- 8.4 Full-time employment by the Board shall be considered the basic employment of each administrative faculty member. He/she shall limit other compensated activity so as not to impair effectiveness as a member of the administrative faculty. Current or planned outside employment will be reported by the individual to the President in a written statement indicating its nature, schedule, and duration.

ARTICLE IX

ADMINISTRATIVE FACULTY RANK AND CONTINUING APPOINTMENT

- 9.1 Members of the administrative faculty shall be appointed by the College President. Before making such appointments, the College President shall consult with appropriate members of the administrative faculty. Such

appointments are subject to confirmation by the Trustees.

9.2 Recognizing the importance of attracting and developing highly professional personnel to effectively administer the State Colleges, the Board of Trustees therefore seeks to insure that the most highly qualified individuals available are selected to fill vacancies on the administrative faculty. Relevant experience and potential for growth in the particular administrative position are recognized as the major qualifications for administrative faculty. Certain levels of educational attainment for each administrative group are recommended in order that persons who serve in administrative capacities bring to their responsibilities a high level of education and experience. Various educational and experience qualifications are listed in the official individual job descriptions for each position. These qualifications are not designed to bar appointment of persons who have demonstrated unusual ability and promise. In such cases, the President may recommend that the Board of Trustees waive the listed qualifications.

9.2.1 Effective July 1, 1979 all positions within the bargaining unit shall be classified according to the following administrative faculty ranks: Administrator I, II, III, IV, V. When the rank structure and location of positions within the ranks have been determined according to the procedures in Article XXI, the structure and location of positions will become part of the Appendix to this Agreement.

9.3 .The granting of continuing appointment to a member of the administrative faculty shall be analogous to the granting of tenure to an instructional faculty member. A continuing appointment to the administrative faculty shall be effective until resignation, retirement, or termination for cause. A continuing appointment is granted only to administrative faculty who are employed on a full-time basis and who are in administrative ranks I through V. An administrative faculty member who was granted tenure prior to June 13, 1975 or who elected to be considered for tenure under the 1971 Personnel Policies, pursuant to the 1975 Personnel Policies, will continue to hold tenure.

9.3.1 A continuing appointment must be awarded if the administrative faculty member is to continue beyond his/her seventh year of service. Prior to being given a continuing appointment members, except for those on temporary appointments, shall be considered term appointees and shall be reappointed as specified in Article 13.2.

- 9.3.2 A continuing appointment shall be granted only by the Board of Trustees, upon the recommendation of the College President. Decisions to award or not to award a continuing appointment must be communicated in writing to the administrative faculty member by the President of the College no later than the end of the sixth year of service. Failure to give notice by this time constitutes the awarding of a continuing appointment.
- 9.3.3 A continuing appointment to the administrative faculty ordinarily shall be granted to persons who have demonstrated administrative excellence. The criteria to be used for evaluation are listed below:
- (1) demonstrated knowledge of and effective application of professional skills in the field worked;
 - (2) willingness and ability to work constructively with students, college personnel, and the general public;
 - (3) quality of participation and professional judgment in college and/or system-wide activities, including committee work and/or advisory service to student and professional colleagues, and similar contributions;
 - (4) activities demonstrating professional growth and achievement;
 - (5) promise of continued professional growth.
- 9.3.4 Continuing appointment decisions are made after evaluating a person's performance on a specific campus and giving thoughtful consideration to his/her ability to advance the goals of the campus involved. Consequently, a continuing appointment is granted in the administrative faculty of a particular college. Nothing in this Agreement shall prevent the transfer of a member's continuing appointment rights in one college of the system to another if the member so agrees and the receiving college so consents.
- 9.3.5 Persons holding the rank of Vice-President or Dean who have earned a continuing appointment at a lower rank retain the right to return to the lower rank and to again take up their continuing appointment.
- 9.3.6 Persons promoted from instructional faculty ranks who have already earned tenure as members of the instructional faculty retain the right to return to the academic department. The member shall be

returned to his former rank at his former salary plus all adjustments applicable to all members of that rank. Because of the time needed to secure a replacement and to establish an appropriate teaching position, an administrative faculty member who holds tenure as a member of the instructional faculty and who wishes to return to a tenured instructional faculty position must inform the college president in writing at least sixteen months before the beginning of the academic year in which the change is to take place unless the president agrees to an earlier date. However, when the administrative appointment of such a faculty member is terminated, that faculty member shall be assigned promptly to the tenured position in the instructional faculty. The seniority of such a person within the instructional faculty shall date from the time the person was first appointed to a position in the instructional faculty or from the time tenure was received as a member of the instructional faculty, whichever is earlier.

The Board shall not prevent an administrative faculty member who holds instructional faculty rank from applying for promotion in such academic rank through the appropriate Departmental Evaluation Committee consistent with department by-laws.

9.4

Emeritus status shall be awarded to administrative faculty members holding the title of Director and above who have served at the college recommending the title and who have retired in accordance with the provision of the State Statutes. "Emeritus" is awarded by the Board of Trustees upon the recommendation of the College or upon its own initiative.

Privileges accorded to individuals awarded the title Emeritus shall include at least full library privileges, listing in catalogues, a printed certificate, public recognition of the award at some appropriate college function, professional use of the title, invitations to college functions, and inclusion on the mailing list for all college publications.

ARTICLE X

PARTICIPATORY RIGHTS

- 10.1 Administrative faculty members shall have the right to participate in campus, systemwide, and professional activities as appropriate. Such participation shall include, but not be limited to, the ability to attend general faculty meetings, to hold voting membership in the College Senate, to participate in search committees, and to serve voluntarily as advisors to student organizations when invited to do so.
- 10.2 When a College Presidency becomes vacant, the Board of Trustees will consult administrative faculty in a manner that it deems most appropriate.
- 10.3 When a vacancy occurs for the position of Vice President or Dean, the President, shall consult with appropriate members of the administrative faculty before making such an appointment.
- 10.4 Under the direction of its President each college shall prepare, publish, and distribute to faculty a handbook which shall contain at least:
 - 10.4.1 A diagram showing the administrative and academic organization of the college and the State College System.
 - 10.4.2 Procedures detailing the channels of communication and decision-making among individuals, departments, committees, and governing bodies.
 - 10.4.3 A complete and up-to-date copy of the College Senate by-laws and those of other college bodies.

The Handbook shall not be inconsistent with this Agreement.

ARTICLE XI

WORKING CONDITIONS

- 11.1 To insure that administrative faculty members have the ability to adequately carry out professional duties, members shall have reasonable access to their place of work outside of regularly scheduled hours. The college shall provide free parking to members on the respective campuses.

- 11.2 For purposes of identifying and investigating problems associated with working conditions, each campus shall maintain a Committee on Working Conditions. At least one member shall be from the administrative faculty. The rules governing this committee and its actions shall be approved by the local college senate.
- 11.3 Whenever a member observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the member shall report such observations to the appropriate supervisor, the Dean of Personnel Administration, and the Working Conditions Committee. The Dean of Personnel Administration shall make a determination as to whether the employee's work location shall be moved. If an immediate danger to the health and/or safety of the member is present, a decision to move the work location shall not be unreasonably withheld.
- 11.4 When the president officially closes the College, only essential personnel are required to work.

When classes are cancelled, members are expected to report for work, unless hazardous driving condition is declared by the President of the College.

ARTICLE XII

ANNUAL AND SEMI-ANNUAL EVALUATION

- 12.1 Each administrative faculty member is entitled to be informed in writing what is expected of him or her and to be advised as to the quality of his/her performance of designated duties. This supervisory evaluation will provide information on a cumulative basis and will develop a vita from which professional staff members shall be recommended for merit increase, renewal of a term appointment, the award of a continuing appointment, and other appropriate personnel actions. The primary goal of the evaluation shall be to assist individuals in improving their professional performance.
- 12.2 Criteria for the evaluation of administrative faculty are as follows:
- (1) demonstrated knowledge and effective application of professional skills in the field worked;
 - (2) willingness and ability to work constructively with students, college personnel, and the general public;

- (3) quality of participation and professional judgment in college and system wide activities including committee work and/or advisory service to students and professional colleagues, and similar contributions;
 - (4) activities demonstrating professional growth and achievement;
 - (5) promise of continued professional growth and/or continued quality professional service.
- 12.3 Evaluation shall include consideration of the quality and quantity of the staff member's professional work and an assessment of how the individual can be expected to perform in the future. The employee's performance in each applicable category of accomplishment shall be judged and narrative statements in support of any and all judgments must be appended. Each of the five categories of accomplishment shall be rated according to the following scale: unsatisfactory, marginal, competent, highly competent, superior. In addition, an overall rating using the same scale will be developed by the supervisor. This overall rating shall be related to the ratings in each category, and shall be developed with and have the approval of the chief administrative officer of the area.
- 12.4 All administrative faculty members without a continuing appointment shall be evaluated in writing with the evaluations submitted no later than each December 1 and June 1. Such evaluations shall not be submitted until a member has completed at least three months of service. Permanent administrative faculty members shall be evaluated in writing with the evaluations submitted annually no later than December 1.
- 12.5 After evaluation of a term appointed staff member, written suggestions for improvement shall be given to that individual by his/her immediate supervisor along with a copy of the evaluation. The staff member shall sign all copies of the critique indicating that he/she has read the report. A copy of both shall be sent to the appropriate dean/vice president and one shall be retained for the personnel file. Within ten (10) work days the staff member in question may submit a written comment. The file copy, along with any comments the administrative faculty member may wish to make, shall then become part of that person's record. At all steps of the procedure, an attempt shall be made to discuss matters with the term appointed staff member. When appropriate, evaluations of term appointed administrative faculty shall include a recommendation for renewal or continuing appointment.

- 12.6 Permanent employees with continuing appointment shall be provided a written copy of each annual evaluation and recommendation and shall be afforded the opportunity to respond in writing. If the administrative faculty member chooses to respond, then he/she shall be given ten (10) working days to submit a written response. A copy of the response shall be forwarded to the immediate supervisor and appropriate dean or vice president for review. The timely response will be attached to the evaluation prior to the time it is placed in the personnel file.
- 12.7 Perusal of annual and semi-annual evaluations shall be limited to the individual concerned, the immediate supervisor, and appropriate management officials. Exceptions shall be made when the evaluation is to be used for processing grievances related to it in accordance with applicable statutes. The evaluation shall be a factor in personnel decisions, but not the exclusive factor.
- 12.8 Evaluations rated "competent" are grievable at Step II and may be carried to Step III when the hearing officer at Step II is the evaluator. Such evaluations may be carried beyond Step III only by mutual agreement. Unsatisfactory or marginal evaluations may be carried to Step IV.
- If an evaluation is used as the basis for termination or discipline of members on tenure or continuing appointment, the grievance procedure shall be used pursuant to Article XIV.
- 12.9 In grievances concerning evaluations, the grievance officer may not substitute his judgment for that of the evaluator in applying the relevant evaluation standards, unless the grievance officer determines that the evaluation is unfair, unreasonable, and/or contrary to fact.

ARTICLE XIII

ADMINISTRATIVE FACULTY APPOINTMENTS

All appointments under this article are made by the College President subject to confirmation by the Board of Trustees.

- 13.1 Temporary Appointments. A "temporary employee" is any individual whose employment is limited in duration and is established for (1) a specific terminal and/or grant-funded project, (2) the purpose of relieving employees who are absent due to leaves with or without pay, or (3) meeting the College's staffing problems as

occasioned by terminations, dismissals, increased work loads, or other temporary conditions. Temporary appointments of any nature which are part of the bargaining unit shall be made only after consulting the appropriate members of the administrative faculty. Temporary appointments may be made for at most one year and may be extended by mutual agreement.

- 13.1.1 Temporary appointments end on the date specified in the letter of appointment.
- 13.2 Term Appointments. Term appointments may be given to all administrative faculty members and shall be assigned as follows: initial term appointment - one (1) contract year; second term appointment - two (2) contract years; third term appointment - (3) contract years; fourth term appointment - one (1) contract year. Initial term appointments must be confirmed by the Trustees. Term appointments shall end on the date specified in the letter of appointment, after which time the appointee shall have no further claim upon the College, the Trustees, or the State of Connecticut. The College President may make additional appointments according to the above schedule provided that the total length of service under such appointments does not extend beyond seven years. These additional appointments may be made by the College President and are not subject to confirmation by the Trustees. Service rendered under a term appointment shall be counted toward a continuing appointment.
- 13.3 For term appointed members, notice of non-renewal, or of intention not to recommend retention on the State College administrative faculty, shall be given in writing according to the following standards: (1) for individuals serving under a one-year appointment, notice shall be given no less than three (3) months prior to the contract's termination; (2) for individuals serving under a two year appointment, notice shall be given no less than six (6) months prior to the contract's termination; (3) for individuals serving under a three year appointment, notice shall be given no less than twelve (12) months prior to the contract's termination; (4) notice of the granting or denial of a continuing appointment shall be given not later than the end of the sixth year of service.
- 13.4 Failure to provide notice according to the above schedule is equivalent to re-appointment or, when appropriate, the granting of a continuing appointment.
- 13.5 Failure to renew a term appointment and/or denial of a continuing appointment is grievable to the third step of the grievance procedure. These grievances may be carried further by mutual agreement only.

ARTICLE XIV

TERMINATION AND DISCIPLINE

Discipline of a member under this article shall mean any official written reprimand, demotion, suspension with or without pay, or dismissal from service for just cause. This provision does not apply to termination for retrenchment.

Just cause for termination of a tenured member, member on continuing appointment, or member on term appointment before the end of the specified term shall be predicated upon charges related directly and substantially to the alleged unfitness of the affected member to discharge his professional responsibilities. Members who both fail to meet their assigned duties and to explain their absence for more than ten (10) consecutive working days may be deemed to have abandoned their employment absent extenuating circumstances.

Discipline shall not be used to restrain members in the exercise of academic freedom or other rights of American citizens. Prior to imposing any disciplinary action covered by this Article, the appropriate management official shall meet with the member who shall be given the opportunity to be accompanied by his/her union representative. The member shall acknowledge in writing that he/she has been given the opportunity to be accompanied by his/her union representative. If the individual refuses to so acknowledge in writing, management shall notify the union representative prior to the meeting.

Discipline, as defined in this Article, shall be subject to the grievance-arbitration procedure contained in this Agreement. An evaluation shall not be construed by the individual as a written reprimand.

ARTICLE XV

WORKING OUT OF RANK

If the President of the College or his designee appoints or assigns another administrative faculty member to assume the responsibility of a temporarily vacated position, or requires or assigns a member to cover duties of another position while simultaneously performing his/her own for a period longer than one month, the salary of the member shall be, for that period in excess of one month, at the beginning step of the higher rank, or increased by 5%, whichever is greater. Consent to assume the responsibilities described above shall be given only in writing.

Service in a higher rank under this section shall not constitute permanent status in such class. The person performing additional duties in this situation shall receive the appropriate stipend as described above.

ARTICLE XVI

LEAVES WITH PAY

16.1 Personal Leave.

In addition to annual vacation, the Board of Trustees shall grant each full-time administrative faculty member up to three (3) days of personal leave with pay in each calendar year. Such leave shall be for the purpose of carrying out important personal matters, including the observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Religious leave in excess of the three (3) personal days may be taken without loss of pay if the immediate supervisor is satisfied that the member's responsibilities will be met. To be eligible for personal leave, a member must have completed six months of continuous, full-time employment under the Board. Except in emergency situations, members who desire such leave are expected to notify their immediate supervisors in advance.

16.2 Sick leave.

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

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

Sick leave shall accrue for the first twelve months in which an employee is receiving workmen's compensation benefits in accordance with Section 5-142 or 5-143 of the General Statutes.

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

16.2.3 Sick Leave Bank.

16.2.3.1 A sick leave bank is established for use by members covered by this Agreement who have exhausted their own sick leave and who have a catastrophic and extended illness. The bank shall be established by a mandatory contribution of four days of accumulated sick leave from each member and maintained at a minimum of four days per member after the first year of institution. The maximum contribution shall be eight days per member per academic year. The sick leave bank committee shall determine yearly contributions if the bank is exhausted.

16.2.3.2 The initial granting of sick leave by the sick leave bank committee to an eligible member shall not exceed thirty (30) work days. Upon completion of the thirty (30) work day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of

need by the applicant. In normal circumstances such grants from the sick leave bank shall not exceed a total of 120 consecutive work days per occurrence.

16.2.3.3

The sick leave bank shall be administered by a sick leave bank committee consisting of four members designated by the Board to serve at its discretion and four members designated by the Union to serve at its discretion. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of catastrophic and extended illness.
2. Prior utilization of all eligible sick leave.

16.2.3.4

If the sick leave bank is exhausted, it shall be renewed by the contribution of up to four additional days from each member covered by this Agreement. Such additional days will be deducted from the member's annual days of sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

16.2.3.5

The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to grievance or appeal.

16.2.3.6

When a member has a catastrophic and extended illness which has exhausted his sick leave, a request for use of the bank may be made to the local Dean of Personnel Administration who shall forward the application to the sick leave bank committee.

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

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

Any employee of the Board who resigns from service in good standing and who is reemployed within one year from the date of his resignation shall be credited with the amount of sick leave accrued to his credit on the effective date of his resignation.

An employee whose services are terminated shall retain accrued sick leave to his credit provided he returns to the employ of the Board on a permanent basis within one year of his termination.

Upon death of a member who has completed ten years of state service, the Board shall pay to the beneficiary one-fourth of the deceased member's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty days pay. The provisions of this section shall take effect July 1, 1980.

- 16.2.6 If an employee becomes ill while on vacation, the time shall be charged against accrued sick leave if supported by an appropriate medical certificate.
- 16.2.7 Holidays occurring when an employee is on sick leave shall be counted as holidays and not charged as sick leave. Similarly, when a full day off is granted by act of the Governor, an employee on sick leave shall not be charged as being on sick leave.
- 16.2.8 An acceptable medical certificate is required to substantiate a request for sick leave in the following situations: any period of absence consisting of more than five (5) consecutive working days; leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified that a certificate will be required; leave of any duration when evidence indicates reasonable cause for requiring such certificate.
- 16.2.9 The President of the College shall maintain an accurate record of each administrative faculty member's sick leave days. Such records shall reflect the current amount of accrued leave, the amount and dates when leave was taken, and the current balance available to each employee. Said records shall be available to the employee concerned at all reasonable times.
- 16.3 Holidays.

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

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Day of Prayer	Thanksgiving Day
Memorial Day	Christmas Day

A college president or his designee may require an employee to work on a holiday in which case the employee shall be granted compensatory time off. Compensatory time off must be utilized in the calendar year in which it

accrued.

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

16.4 Vacations.

After six months of continuous employment in State service, full-time administrative faculty members employed on a 10-month basis are entitled to a total of 18.33 working days of vacation accrued at the rate of 1.83 days per calendar month of service.

After six months of continuous employment in State service, part-time administrative faculty members employed on a 10-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

After six months of continuous employment in State service, full-time administrative faculty members employed on a 12-month basis are entitled to a total of twenty-two (22) working days of vacation each calendar year accrued at the rate of 1.83 days per calendar month of service.

After six months of continuous employment in State service, part-time administrative faculty members employed on a 12-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

16.5 Sabbatical Leave.

Sabbatical leaves are granted only for the benefit of the Connecticut State Colleges and must be for purposes of scholarly and creative endeavors that encourage the professional competence, enrich the teaching, or enhance the research of the member to the advancement of the Colleges. Upon the completion of six years of full-time service, a member is eligible to be considered for sabbatical leave. After a sabbatical leave, a person does not again become eligible until the completion of an additional six (6) years of full-time service. The number of sabbatical leaves available each year is limited and depends upon the availability of funds. Leaves are granted without regard to seniority or to the number of

years a person has been eligible for a sabbatical. Proposals for such leaves must be submitted in writing as prescribed in College regulations. Each proposal will be judged on its merits through a process proposed by the College Senate and approved by the College President.

Payment for persons on sabbatical shall be at the rate of one-half year with full pay or a full year with half pay. In exceptional instances, sabbatical leave may be granted without pay but with retention of all other corollary benefits allowable for sabbaticals. An employee on full-time pay shall continue to accrue sick leave, longevity credit, and retirement credit. An employee, to be eligible for longevity payment during the sabbatical year, must be on the payroll by either April 1 or October 1 of the year in question.

16.6 Short-Term Professional Leave.

Members may receive, at the discretion of the President and the immediate supervisor, leave with pay for up to five (5) working days for each occurrence which may or may not be consecutive. In exceptional circumstances additional days may be granted. Such leaves must be for the benefit of the Connecticut State Colleges and may include such activities as attendance at conventions, conferences, professional meetings, or participation in work-related seminars or sessions. Leave to attend SCOAF/AFSCME conferences or conventions is not covered by this Section but is covered by Article VI, Section 6.5, of this Agreement.

16.7 Short-Term Military Leave.

Short-term military leave shall be granted in accordance with State and Federal statutes.

16.8 Jury Leave.

Any member of the bargaining unit who serves on a jury shall be entitled to receive full pay and benefits for the duration of such duty in return for relinquishing all fees for such jury duty to the Board of Trustees. Any member of the bargaining unit who is subpoenaed will receive full pay for the duration of the subpoena provided that such pay is required by law or by regulations.

16.9 Benefits upon Transfer.

When a bargaining unit member transfers to another state agency, or when another state employee transfers into a bargaining unit position, the Board shall fulfill its statutory obligations with regard to accrued state

benefits pursuant to Sections 5-239, 5-247, 5-250 of the Connecticut General Statutes and the appropriate regulations issued pursuant to those statutes.

ARTICLE XVII

MATERNITY LEAVE

The following policies and procedures shall cover disability situations resulting from pregnancy. "Disability" is defined as the hospital stay and any period of time prior to and/or subsequent to delivery certified by the attending physician as a period of time when an employee is unable to perform her job requirements. During the period of disability, sick leave shall be granted under exactly the same terms and conditions sick leave would be granted for any other disability. Upon expiration of sick leave, the employee may request, and shall be granted the use of vacation, personal leave, and earned time. Upon expiration of paid leave, the employee may request, and shall be granted, a leave of absence without pay, position held. The total period of leave of absence without pay shall not exceed four (4) months following the date of delivery. Upon expiration of maternity leave, the employee may be granted a child-rearing leave in accordance with Article XVIII of this Agreement.

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

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

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

ARTICLE XVIII

LEAVES WITHOUT PAY

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

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

Employees returning from such leaves shall be restored to their previous positions and negotiated benefits or to positions of equal rank, pay, and benefit provided that they notify the President of their intentions to return at least thirty (30) days prior to the expiration of the leave. Such leaves shall include but not be limited to those listed below:

long-Term Military Leave granted in accordance with federal and state statutes;

leave of Absence to assume a position in a professional organization or Union;

child-rearing leave;

short-Term Emergency Leave;

leave for Extended Illness or Disability;

long-Term Professional Leave;

ARTICLE XIX

PERSONNEL FILES

The College shall maintain an official personnel file for each administrative faculty member in a secure place designated by the President. A subset of these records may be kept in another location if a need exists to maintain such for payroll purposes. Under no circumstances shall the official personnel file be removed from these locations. Access to the records by individuals other than these staff members whom they concern shall be conducted in the presence of someone in authority in the file office and shall be in accordance with applicable state and federal statutes.

An administrative faculty member's file will contain, but not be limited to, the following:

application for employment;

non-confidential letters of recommendation relevant to said application;

official transcripts of college work;

appropriate resumes;

records of the employee's work history;

documents which are part of the evaluation process, including recommendations concerning the member's professional competence;

records relating to the faculty member's professional achievements including records of courses taught, publications, committee-work reports, or any material or information considered germane to the employee's career;

documents relating to merit promotion, continuing appointment;

payroll records (which may be kept as a separate file);

any statement that the faculty member wishes to have entered in response to or in elaboration of any other item in the file (such statement to be attached to the material in question).

Copies of all collective bargaining agreements covering the bargaining unit shall be kept on file and available in close proximity to the personnel files.

19.1 No anonymous material shall be placed in official personnel files under any circumstances. All file

material shall be dated upon receipt. No derogatory statements shall be placed in a member's record unless the individual concerned has had an opportunity to read and review such material, and been provided a two week period of ten (10) work days to reply in writing. If no reply is received in the time given, the material may be placed in the file. The staff member shall acknowledge that he/she has read such material by affixing a signature to the file copy. It shall be understood that this signature merely indicates that the individual has read the material in question; it shall not be construed as agreement or disagreement with its content. After the information has been filed, the employee shall be sent a personal copy of such file material.

- 19.2 Upon request, an administrative faculty member shall have access to his/her personnel file without delay. Also, upon written request, employees shall be able to copy at no charge any and all material in their records. If copy facilities are not available in the file office, personnel responsible for the files shall arrange for copies to be made for the employee without cost.
- 19.3 No items may be removed from a member's file without previous written consent. Except for the administrative faculty member concerned and the President or a designee, no one shall have access to the official personnel file without the written approval of the member. When the President or his/her designees peruse the file, notations shall be made on the face of the folder as to name, date, and reason for the perusal. Copies of materials these individuals insert shall be forwarded promptly to the employee. The same procedure shall apply when access to the file is granted to others as set forth immediately below.

SCOAF/AFSCME representatives shall have access to the official personnel file of an administrative faculty member at reasonable times during regular office hours, provided that they shall first have obtained the written approval of that individual. Where a grievance bears upon materials contained in a faculty member's file, SCOAF/AFSCME representatives shall have the right to copies of such materials.

If the official personnel file is duly subpoenaed in accordance with the law, the professional staff member shall be notified at the earliest possible date.

ARTICLE XX

VACANCIES AND JOB POSTING

- 20.1 When a vacancy occurs in a bargaining unit position which management decides to fill, the following procedures for posting and filling will be used.
- 20.1.1 Before posting the vacancy, all unit members currently occupying a position underneath or lateral to the vacant position on the career ladder structure will be sent individual notices of the vacancy and will be given five (5) working days to apply for the position. Before systemwide posting takes place, management will give serious consideration to those applications filed from within the career ladder structure when established.
- 20.1.2 If no candidate is selected from within the career ladder, the vacancy will be posted in designated areas on all four campuses for a period of ten (10) working days. Before external advertisement, applications received at this level will receive serious consideration for the position.
- 20.1.3 External advertisement will follow the affirmative action guidelines established by the College.
- 20.2 When a search committee is used to provide a recommendation for filling a bargaining unit vacancy, member(s) of the bargaining unit will be included.
- 20.3 A member who has not been selected to fill a career ladder position may request and shall be granted a meeting with the college president or his designee and a representative of the union to discuss the matter.
- 20.4 Failure to award a posted vacancy to a particular unit member is non-grievable.

ARTICLE XXI

JOB DESCRIPTIONS AND RANK STRUCTURE

- 21.1 There shall be on file in the Office of the President a job description for every bargaining unit position. Such descriptions shall be available to an individual member of

the bargaining unit upon request.

- 21.1.1 Any description which is not completed and submitted for committee review shall be completed by the member's supervisor.
 - 21.1.2 These job descriptions will be developed jointly in each College by the union and management and in place by July 2, 1979. On July 10, 1979 a list of disputed job descriptions from each College shall be submitted together with copies of any supporting data on these jobs to Dr. Clinton M. Ritchie for adjudication.
 - 21.1.3 Following submission of disputed job descriptions Dr. Ritchie shall meet with local management, the union, and the individuals involved before final determination is made. Dr. Ritchie shall have sixty (60) days to resolve said disputes. Additional time may be granted upon the consent of both parties. His decision shall be final and binding on all parties and shall constitute the final placement of all job descriptions.
- 21.2 The present system of administrative ranks shall remain in effect for the term of the contract or until changed by mutual agreement.
- 21.2.1 Following completion of job descriptions, a union-management committee consisting of the Deans of Personnel Administration and the SCOAF-AFSCME Executive Council shall meet to study and determine appropriate ranks for all positions based on job descriptions and the interrelationships of jobs within the State College System.
 - 21.2.2 The Committee shall submit a report in writing no later than August 31, 1980 indicating the recommended placement of all jobs in an appropriate ranking system and those for which no agreement has been reached. Their report shall be submitted to the respective table teams for the union and management.
 - 21.2.3 The table teams shall meet to resolve difficulties and to place all jobs in a system of administrative ranks. If agreement has not been reached by December 31, 1980, those items of disagreement shall be submitted to a tripartite panel consisting of one management representative, one union representative, and a neutral arbitrator selected by both parties. The

decision of this panel shall be binding on all parties.

The scope of the tripartite panel's review shall be based on job descriptions and the interrelationship of jobs within the system, and shall not consider compensation levels.

ARTICLE XXII

INVENTIONS AND MARKETABLE DISCOVERIES

22.1 Circumstances pertaining to research, development, and the consequent dispersal of relevant resultant income shall be as follows:

22.1.1 Inventions, discoveries, etc., made under the direction of the college administration or its designee. An example of such might be the development of instructional materials for a novel educational program. For such inventions, it is recognized that both the member(s) of the bargaining unit and the institution have shared property rights.

22.1.2 Inventions, etc., that are made under the terms of an outside contract or grant, including those on the state or federal level. It is recognized that under the terms of such agreement, the grantors will retain certain property rights as well as the inventor and the institution. Such rights depend upon the individual contracts. However, the proportionate share between the inventor and institution will be as given below where applicable.

22.1.3 Inventions and/or discoveries that are pursued by an individual member of the bargaining unit without any outside or institutional support but make use of institutional time or facilities in the pursuit of at least a portion of the research. It is recognized that under such situations the rights to such invention remain solely the property of the inventor but it is also recognized that the institution is entitled to remuneration and compensation of what are commonly termed "shop rights". Under the circumstances, the public interest must be protected.

- 22.1.4 Inventions made by a member of the bargaining unit without any financial support from the institution or any use of the institution's facilities or time. It is recognized that such discoveries may be made under the terms of some other form of employment. Under such conditions, the rights to invention remain solely with the inventor or under such terms as his outside employment dictates.
- 22.2 It is understood that for the first two (2) classes given above that the inventor assigns any rights to such patent applications, patents, and copyrights to the institution or its designee.

For the last two (2) categories it is the inventor's option to do this and he may not be required to do so against his wishes.

ARTICLE XXIII

RETRENCHMENT

After appropriate consultation with SCOAF/AFSCME to determine if there is a bona fide financial and/or programmatic exigency, the Board may exercise its rights pursuant to CGS (10-109b). In the event that remedies for the above exigency, in the judgment of the Board, require termination of programs and/or bargaining unit members, the Board of Trustees, consistent with the intent of P.A. 75-566, will negotiate with SCOAF/AFSCME the impact of any such remedies upon the bargaining unit membership.

ARTICLE XXIV

GRIEVANCE PROCEDURE

- 24.1 A grievance shall be defined as a difference or dispute arising from the application or interpretation of this Agreement.

Every effort will be made to resolve such grievances at the lowest administrative level prior to the submission of a written grievance.

- 24.2 Discretionary decisions by management regarding the granting of personal leave, professional leaves, leaves

without pay, and sabbatical leaves, shall be subject to the grievance procedure through step 3 and may be carried further by mutual agreement. Failure to award a posted vacancy to a particular unit member is non-grievable.

- 24.3 All formal grievances must be submitted in writing on the forms contained in Appendix B and shall be signed by the grievant. Except for the initial filing of the grievance, the Union Representative, normally referred to as the steward, may sign such documents for the grievant, subject to later filing of a copy signed by the grievant.

A grievant shall file a written grievance at the Step 1 level within ten (10) days of the occurrence or knowledge of the grievance.

- 24.4 A grievance shall be processed in accordance with the following procedures:

24.4.1 Step 1. The aggrieved individual shall submit his grievance through a representative (normally referred to as a steward) and the immediate supervisor (or designee) involved. Such grievances may be presented orally or in writing. If the grievance cannot be resolved within forty-eight (48) hours, the steward shall reduce the grievance to writing and present it to the supervisor or a designee for resolution. The supervisor or designee shall be required to respond in writing within five (5) working days to the steward and employee involved. If the grievance is not satisfactorily resolved at this level, it shall be referred to the Step 2 level.

24.4.2 Step 2. The grievance shall be submitted within five (5) work days by the Chapter President at the respective college to the appropriate dean or vice president. A meeting between the appropriate dean or vice president, the steward, and the Chapter President shall be held within one work week of the submission of the grievance. The Dean or Vice President or designee shall respond in writing no later than five (5) work days after the conclusion of such meeting unless extended by mutual agreement. The response shall be sent to all parties involved. If the grievance is not satisfactorily resolved at Step 2, it shall be referred to Step 3.

24.4.3 Step 3. The grievance shall be submitted within five (5) work days by the Chapter President to the President of the College (or a designee) who shall meet with a Union committee composed of the

Local Chairman, the Chapter President, and the Steward involved within ten (10) working days. The President of the College, or his designee, shall render his decision in writing at the conclusion of the meeting within five (5) work days of such meeting unless extended by mutual agreement. If no satisfactory agreement is reached, the grievance shall be submitted to Step 4.

24.4.4 Step 4. The grievance will be submitted for consideration within 10 working days to the appropriate officer of the Board of Trustees or his designee, the Chairman of the Union Local, the four Chapter Presidents and a Union staff representative. The union representatives shall meet with the Board representative or his designee within fourteen (14) calendar days of the initial submission of the grievance at that level. A reply to the grievance shall be given in writing by the Board Officer within five (5) work days of the conclusion of the meeting, unless changed by mutual agreement.

24.4.5 If no agreement is reached at Step 4, the grievance may be submitted to arbitration within 30 working days by and only by the Union through the American Arbitration Association in accordance with its voluntary labor arbitration rules.

The decision of the arbitrators shall be final and binding on both parties.

- 24.5 The aggrieved individual shall have the right to be present at any meeting where his case is presented.
- 24.6 The Union shall have the right to present grievances of a general nature at Step 3 on the College level and Step 4 on the system level.
- 24.7 All time limits in this procedure may be extended only by mutual agreement.
- 24.8 The costs of arbitration proceedings shall be borne equally by both parties. If one party requests a verbatim record of the proceedings, the requesting party shall pay for said transcripts and provide same to the other party.

ARTICLE XXV

COMPENSATION

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

25.1 Salary Adjustments

25.1.1 Effective July 13, 1979, individual salaries shall be increased by 7% of the base salary being received as of July 12, 1979.

25.1.2 An additional 1% of the personal services base payroll as of July 12, 1979 will be placed in a system-wide pool to be distributed in the form of differential pay adjustments as follows:

(1) Individuals whose salaries as of July 12, 1979 are below the 25th percentile of each rank salary range will receive 3 shares of the pool effective July 13, 1979.

(2) Individuals whose salaries as of July 12, 1979 are in the 25th thru 49th percentile of each rank range will receive 2 shares of the pool effective July 13, 1979.

(3) Individuals whose salaries as of July 12, 1979 are in the 50th thru 74th percentile of each rank range will receive 1 share of the pool effective July 13, 1979.

(4) Individuals whose salaries as of July 12, 1979 are in the 75th percentile or higher will receive no share of this pool.

In order to determine the percentile ranking of an individual salary and the appropriate share(s) the following chart shall be used. All 10-month salaries and part-time salaries must be normalized to a 12-month full time salary before determining the placement. Ten-month and part-time members will receive pro rata shares.

	Below 25%	25%-49%	50%-74%	Above 75%
	(3 shares)	(2 shares)	(1 share)	(0 shares)
Adm. I	8902-11110	11111-13318	13319-15526	15527-17734

Adm. II 14809-17926 17927-21042 21043-24159 24160-27275
 Adm. III 18603-21923 21924-23982 23983-26672 26673-29361
 Adm. IV 22733-24677 24678-26620 26621-28564 28565-30507
 Adm. V 24733-26477 26478-28220 28221-29964 29965-31707

These shares shall be added to the base salary of the member, effective July 13, 1979.

25.1.3 Effective July 11, 1980, individual salaries shall be increased by 7% of the base salary being received as of July 10, 1980.

25.1.4 An additional 1% of the personal services payroll at each campus as of July 10, 1980, will be awarded in the form of merit as follows:

(1) Members receiving an overall evaluation rating of "competent" in December will receive 1 share from this pool.

(2) Members receiving an overall evaluation rating of "highly competent" in December will receive 2 shares from this pool.

(3) Members receiving an overall evaluation rating of "superior" in December will receive 3 shares from this pool.

Merit awarded in accordance with the above ratings will be added to the base salary, and be paid retroactively to July 11, 1980.

25.1.5 Effective June 26, 1981 individual salaries shall be increased by 7% of the base salary being received as of June 25, 1981.

25.1.6 An additional 1% of the personal services base payroll being received as of June 25, 1981 will be placed in a pool to be distributed as follows:

(1) No more than 50% of the pool shall be used to implement the new salary and rank structure in accordance with Article 21. Such adjustments shall be effective June 26, 1981.

(2) 50% of the pool and any excess from item 1 above shall be awarded as merit in accordance with the ratings and share method listed in Article 25.1.4. Such merit awards shall be added to the base salary and be paid retroactively to June 26, 1981.

(3) The parties agree to reopen this agreement on July 1, 1981 for the sole purpose of (1) determining an appropriate salary structure for the administrative ranks and (2) allocating the pool to implement this structure. The Board and the Union shall each appoint five (5) members to a committee who shall resolve the above issues by mutual agreement.

ARTICLE XXVI

FRINGE BENEFITS

26.1 Retirement.

The present retirement plan provided by Chapter 66 and Chapter 167 of the Connecticut General Statutes and by Public Act 75-636 shall be continued for eligible bargaining unit members. Present members who failed to join the state retirement system at the time of initial employment shall be allowed to join the state retirement system on the same basis as a new employee.

26.1.1 The retirement benefits for all members employed by the Board on June 30, 1980 (whether or not they were employed at the time of the Fitzpatrick decision) and who retire on or after July 1, 1980, will be computed for all state service prior or subsequent to July 1, 1980, exclusively under the "future rules" as per 5-162 CGS. (See Appendix D for "old rules" and "future rules".)

By entering this agreement neither side has waived its rights under litigation currently pending contesting the validity of "future rules".

26.1.2 Grandfather clause.

(a) Notwithstanding the prior paragraph, any member who on June 30, 1980 is eligible for immediate retirement (age 50 with 10 years) shall not suffer any reduction in the dollar amount of retirement benefits (s)he was eligible for on June 30, 1980 by reason of remaining in state employment on and after July 1, 1980.

(b) A grandfathered member who stays in state service after June 30, 1980 and who

subsequently retires without having reached the retirement age specified under the "future rules" (age 55 with 10 years) and who elects immediate benefits shall receive only the grandfathered benefit, together with a refund of his/her pension contribution for service after June 30, 1980, and will not be entitled then or thereafter to a recomputation based on service after June 30, 1980.

- (c) The "grandfathered benefit" is calculated by multiplying the total accrued percentage as of June 30, 1980 under the "old rules" as per 5-163a CGS based on age and years of service as of that date times the final average salary determined on the date of retirement after June 30, 1980.

Example: A member on June 30, 1980 is age 52 with 10 years of service and final average salary of \$10,000. The dollar amount of retirement benefits he is eligible for on June 30, 1980 is $1.12\% \times 10 \text{ years} \times \$10,000$. If the member remains in state service after June 30, 1980, the amount of grandfathered benefit percentage is determined by multiplying $1.12\% \times 10 \text{ years}$, or 11.2% . If the member subsequently retires at age 53, with 11 years of service with a final average salary of \$10,500 and elects immediate benefits at time of retirement, his benefit is determined by multiplying $11.2\% \times \$10,500$. If the member subsequently retires at age 55 with 13 years of service and a final average salary of \$12,000, his benefit is determined under the future rules by multiplying $1.2\% \times 13 \text{ years} \times \$12,000$.

For those members who are covered under the terms of this agreement:

- a) Each member retiring on or after July 1, 1979 but prior to January 1, 1980 and the spouse of any deceased employee who had elected the husband and wife retirement income option shall be eligible for an annual 5% cost of living allowance commencing on the first anniversary date following completion of nine months in retirement. Such cost of living allowance shall be computed on the basis of the retirement allowance to which such employee was entitled on the day

preceeding his last anniversary date. The anniversary date of such employee shall be the first day of January or the first day of July following completion of nine months after the effective date of retirement. If, on any subsequent applicable anniversary date, the retirement commission determines that the national consumer price index for urban wage earners and clerical workers for the previous 12 months period has increased less than the cost of living allowance provided by this subsection, the cost of living allowance provided by this subsection shall be adjusted to reflect the change in such index, provided such cost of living allowance shall not be less than 3%.

b) Each employee retiring on or after January 1, 1980 and the spouse of any such deceased employee who had elected the husband and wife retirement income option shall be eligible for an annual 3% cost of living allowance commencing on the first anniversary date following completion of nine months in retirement. Such 3% cost of living allowance shall be computed on the basis of the retirement allowance to which such employee was entitled on the day preceeding his latest anniversary date. The anniversary date of such employee shall be the first day of January or the first day of July following completion of nine months after the effective date of retirement.

(d) A member with a grandfathered benefit who retires on or after July 1, 1980 prior to age 55 and who takes immediate retirement benefits, waives any right to a redetermination of benefits when he/she attains age 55. If (s)he does not elect immediate benefits (and does not withdraw his/her contributions), (s)he remains eligible for deferred vested benefits otherwise payable at retirement on or after age 55 and is understood to have waived his grandfathered benefit.

26.2 Individual Retirement Annuities.

Benefits shall be made available on a voluntary basis to eligible members as provided in Section 5-264 of the Connecticut General Statutes, whereby under certain conditions the Board of Trustees of the State College

system may enter into an agreement involving purchase of an individual retirement annuity contract that will qualify for income tax benefits.

26.3 Medical Insurance.

Employees shall be entitled to receive the State's hospitalization and medical and surgical insurance plan pursuant to Section 5-259 of the Connecticut General Statutes plus Dental Indemnity Plan-Blue Cross.

For the duration of this agreement, the state shall continue in force the health insurance coverage in effect on June 30, 1979, with the following improvements:

- (A) Effective July 1, 1979, the cap on the State employer's contribution to premiums for the Dental Indemnity Plan shall be removed.
- (B) Effective July 1, 1979, Major Medical co-insurance shall be increased to 80% of the first \$2000.00 of claims and 100% of the excess during a benefit period. The \$100.00 deductible provision of Major Medical and all other conditions remain in force except that the maximum benefit shall be increased to \$100,000.
- (C) Effective July 1, 1980, Blue Cross/Blue Shield insurance shall be improved by the addition of the \$5.00 per visit deductible Home and Office Medical Care Endorsement 96 to the Century Contract.
- (D) Effective January 1, 1982, the Dental Insurance Plan shall be Blue Cross "Co-Pay" Plan for Dental Care.

26.4 Group Life Insurance.

Members shall continue to be eligible to participate in the State's group life insurance plan pursuant to Section 5-257 of the Connecticut General Statutes.

26.5 Longevity Payments.

During the term of this Agreement, semi-annual longevity increases (as described by the Public Act 67-657) shall be provided members. For the purposes of this benefit only, the annual salary increase in P.A. 67-657 shall be deemed to be 3.6% of the base salary for members in the salary classification. (The method of computation is contained in Appendix C.)

26.6 Course Privileges.

Subject to the approval of the receiving college, a permanent, full-time member with at least six months of service and his dependents may take courses without charge at any college within the Connecticut State College System on a space available basis, provided, however, that participation in said courses shall not interfere with the member's employment obligations.

26.7 Payroll Deduction.

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

26.8 Accounting Benefits.

Each member of the bargaining unit shall be provided before January 31 with a written accounting as of January 1 of each year setting forth the member's current status on the following items:

amount of cumulative annual vacation and sick leave;

current salary;

years of credit toward retirement;

years of credit toward longevity payment;

years of eligibility for next sabbatical leave;

termination date for members on term contracts;

years of credit potential applicable toward continuing appointment.

26.10 Unemployment and Disability Compensation.

The Workman's Compensation and Unemployment Compensation state and federal statutes applicable to bargaining unit members shall control.

26.11 Travel.

26.11.1 In order to maintain a member's professional excellence and interest in his area of competence, he must have access to the latest information in his field and have an opportunity to exchange ideas with other professionals in his area of expertise. This may be achieved through attendance at meetings, workshops, conferences,

etc. Active participation in such matters not only brings prestige to the institution but helps to demonstrate a faculty member's professional growth. The President will consider professional travel requests dependent upon the availability of travel funds. (Note: such travel funds are not for attendance at meetings whose subject is collective bargaining or closely related matters).

- 26.11.2 During the life of this Agreement, an employee who is required to travel on employer business shall be reimbursed at the following rates:

<u>In-State</u>	<u>Out-of-State</u>	
\$ 2.00	2.00	Breakfast
----	3.00	Lunch
6.00	7.00	Dinner
17.00	21.00	Lodging
-----	-----	
25.00	33.00	Total per diem

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position may be reimbursed for lodging expenses above the specified rate if lodging cannot be obtained at the lower rate. Advance approval must be obtained, except in emergencies.

An employee who is involved in transporting a client/resident during the lunch period and who must stop for lunch with the client/resident may be reimbursed up to \$3.00 for the cost of his/her lunch.

- 26.11.3 An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the standard GSA rate for that year.

Employees shall be notified of the minimum insurance requirements prior to using their personal vehicles in the performance of duties. In an emergency situation, an employee who uses his/her personal vehicle to attend to a client/resident shall be reimbursed regardless of the insurance requirement.

- 26.11.4 An employee who is required to travel out-of-state on employer business shall be

provided with a cash advance at the rates provided in Section One above. At the conclusion of the trip, the employee shall submit the proper vouchers or receipts to justify his/her advance. If the advance taken was less than justified, the employee shall be reimbursed for his/her out of pocket expenses within 30 days of filing the required expense report. If the advance taken was more than justified, the employee shall reimburse the agency promptly upon his/her return.

26.12 Licenses.

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

ARTICLE XXVII

MISCELLANEOUS

- 27.1 Except as specified otherwise in this Agreement, prior practices affecting wages, hours, and terms and conditions of employment pursuant to P.A. 75-566, and the applicable State Personnel Act and written Regulations of the Personnel Policy Board, uniformly available to members of the administrative faculty, shall remain in effect and may not be withdrawn or modified except by negotiation and agreement between the parties.

ARTICLE XXVIII

NO STRIKE

- 28.1 The Board agrees that there will be no lockout systemwide at any of the colleges during the term of the Agreement. No strikes of any kind shall be caused or sanctioned by SCOAF/AFSCME during the term of this Agreement. SCOAF/AFSCME and the Board subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the College program.

28.2 The provisions of this Agreement shall be used in the settlement of any dispute which may arise between the parties during the term hereof.

ARTICLE XXIX

SUCCESSORSHIP PROVISION

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

ARTICLE XXX

SCOPE OF AGREEMENT

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

ARTICLE XXXI

EXTENT AND TERM OF AGREEMENT

The parties hereto agree that they have fully bargained with respect to wages, hours, and other conditions of employment and that the understandings and agreements achieved by the parties are set forth in this Agreement, and shall constitute the sole Agreement between them for the duration thereof.

ARTICLE XXXII

SEPARABILITY

32.1 In the event that, notwithstanding the provisions of Section 9 of Public Act 75-566, any provision of this Agreement, in whole or in part, is held to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions, and

provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgment shall remain in full force and effect. In that event the parties shall, upon the request of the Board or the Union, commence immediately to negotiate substitute provisions for all such affected provisions.

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

ARTICLE XXXIII

PROCEDURES FOR FUTURE NEGOTIATIONS

Negotiations between the Board and SCOAF/AFSCME representatives for a subsequent Agreement will commence no later than October 1, 1981 upon request of either party. In any negotiations, neither party shall have control over the selection of the negotiating representatives of the other party.

ARTICLE XXXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 1979, except as provided in Article XXV (compensation), and shall remain in full force and effect up to and including the 30th day of June, 1982. It shall be automatically renewed from year to year thereafter unless either party shall serve written notice on the other not later than 60 days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 30 days prior to the expiration date. This Agreement shall remain in full force and effect during the period of negotiations or until notice of its termination is provided to the other party.

ARTICLE XXXV

DISTRIBUTION OF AGREEMENT

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

ARTICLE XXXVI

ALTERATION OF AGREEMENT

- 36.1 It is hereby agreed that any alteration of this Agreement or modification thereof shall be binding upon the parties only if agreed upon in writing by both parties.
- 36.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE XXXVII

LIMITED REOPENER

- 37.1 The parties agree to a limited reopener for the sole purpose of negotiating pensions in the third year of the contract. Such negotiations shall commence no later than October 1, 1980.

APPENDIX A

Salary Ranges for Administrative Ranks
(12 Month Positions)

Rnk July 12, 1979 July 13, 1979 July 11, 1980 June 26, 1981

I	8902-17734	9500-18975	9500-20303	9500-21724
II	14809-27275	15000-29184	15000-31227	15000-33657
III	18603-29361	18603-31416	18603-33615	18603-36119
IV	22733-30863	22733-33023	22733-35953	22733-39148
V	24733-31707	24733-33926	24733-36301	24733-39266

Salary Ranges for Administrative Ranks
(10 Month Positions)

Rnk July 12, 1979 July 13, 1979 July 11, 1980 June 26, 1981

I	7418-14778	7917-15812	7917-16919	7917-18103
II	12341-22729	12500-24320	12500-26022	12500-28047
III	15503-24468	15503-26180	15503-28012	15503-30099
IV	18943-25719	18943-27519	18943-29961	18943-32623
V	20611-26423	20611-28272	20611-30251	20611-32722

APPENDIX B

Page 1

AFSCME LOCAL 2836
State College Organization of Administrative Faculty
OFFICIAL GRIEVANCE FORM

Name of Employee _____ College _____
(or identification of a class of employees)

Official Title/Rank _____

Statement of Grievance (list applicable violation)

(see last page for additional space)

Specific Remedy Requested _____

(see last page for additional space)

I authorize the AFSCME Local 2836 as my representative to act for me in the disposition of this grievance.

(Signature of Employee)

(Signature of Union Representative)

Date Filed At Step 1 _____

Answer At Step 1 (Supervisor) _____

(see last page for additional space)

(Signature of Respondent)

(Date of Meeting)

(Date of Response)

Settlement of grievance is accepted _____

Grievance will be taken to next step _____

(Signature of Employee)

(Signature of Union Representative)

Date Filed For Second Step _____

AFSCME LOCAL 2836
State College Organization of Administrative Faculty

OFFICIAL GRIEVANCE FORM

Answer At Step 2 (Dean or Vice President)

(see last page for additional space)

(Signature of Respondent) (Date of Meeting) (Date of Response)

Settlement of grievance is accepted _____

Grievance will be taken to next step _____

(Signature of Employee) (Signature of Union Representative)

Date Filed For Third Step

Answer At Step 3 (President or Designee)

(see last page for additional space)

(Signature of Respondent) (Date of Meeting) (Date of Response)

Settlement of grievance is accepted _____

Grievance will be taken to next step _____

(Signature of Employee) (Signature of Union Representative)

Date Filed For Fourth Step

APPENDIX C

LONGEVITY PAYMENTS

For the duration of the contract, longevity payments shall be calculated for eligible members of the bargaining unit as follows:

1. Base salary is defined to be one of the salary amounts listed below numbered 12 to 31.
2. Unless a rank change occurs, an individual will remain with the same salary group for the duration of the contract.
3. The particular group for an individual (number 12 - 31) will be the same numbered salary group he was in as of July 1, 1977 when converted from the former state salary schedule.
4. The increment value for longevity purposes will be 3.6% of the amount listed for a particular salary schedule.
5. All the rules for granting longevity payments shall continue to apply.
6. If an individual member of the unit changes rank during the duration of the contract, the salary group number for calculating longevity will be adjusted to the first higher group in the new rank if applicable. (It is understood that salary groups 12-18, 19-27, 24-29, 28-30, 28-31 are associated with Administrator I through V, respectively.)

LONGEVITY CALCULATION TABLE

12	\$ 9,481	22	\$15,764
13	10,103	23	16,558
14	10,633	24	17,407
15	11,192	25	18,306
16	11,785	26	19,256
17	12,421	27	20,266
18	13,097	28	21,340
19	13,794	29	21,557
20	14,547	30	22,459
21	15,318	31	23,403

APPENDIX D

Rates of Benefit (%)
for Each Year of Service
According to Years of Service and
Age of Employee

For Employees Who Retire Before July 1, 1980
(Read Down)

Years of Service	Age of Employee											
	50*	51*	52*	53*	54*	55	56	57	58	59	60-64	65 and over
5 to 9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.50
10	1.00	1.06	1.12	1.20	1.30	1.40	1.52	1.64	1.76	1.88	2.00	2.50
11	1.07	1.12	1.18	1.25	1.35	1.44	1.55	1.66	1.78	1.89	2.00	2.50
12	1.13	1.18	1.24	1.31	1.39	1.48	1.58	1.69	1.79	1.90	2.00	2.50
13	1.20	1.25	1.29	1.36	1.44	1.52	1.62	1.71	1.81	1.90	2.00	2.50
14	1.26	1.31	1.35	1.41	1.48	1.56	1.65	1.74	1.82	1.91	2.00	2.50
15	1.33	1.37	1.41	1.47	1.53	1.60	1.68	1.76	1.84	1.92	2.00	2.50
16	1.40	1.43	1.47	1.52	1.58	1.64	1.71	1.78	1.86	1.93	2.00	2.50
17	1.46	1.49	1.53	1.57	1.62	1.68	1.74	1.81	1.87	1.94	2.00	2.50
18	1.53	1.56	1.58	1.62	1.67	1.72	1.78	1.83	1.89	1.94	2.00	2.50
19	1.59	1.62	1.64	1.68	1.71	1.76	1.81	1.86	1.90	1.95	2.00	2.50
20	1.66	1.68	1.70	1.73	1.76	1.80	1.84	1.88	1.92	1.96	2.00	2.50
21	1.73	1.74	1.76	1.78	1.81	1.84	1.87	1.90	1.94	1.97	2.00	**
22	1.79	1.80	1.82	1.84	1.85	1.88	1.90	1.93	1.95	1.98	2.00	**
23	1.86	1.87	1.87	1.89	1.90	1.92	1.94	1.95	1.97	1.98	2.00	**
24	1.93	1.93	1.93	1.94	1.94	1.96	1.97	1.98	1.98	1.99	2.00	**
25 or over	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00

Age of Employee											
55*	56*	57*	58*	59*	60	61	62	63	64	65-69	70 and over

For Employees Who Retire On and After July 1, 1980
(Read Up)

- * There must be at least 10 years actual full-time state service
** Use 2.50% for 20 years to a maximum of 50%

APPENDIX A

Table A-1
The total number of persons
employed in the various
industries of the country

The figures are for a period of 10 years
ending 1951

Year	Age of population									
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49
1941	100	100	100	100	100	100	100	100	100	100
1942	100	100	100	100	100	100	100	100	100	100
1943	100	100	100	100	100	100	100	100	100	100
1944	100	100	100	100	100	100	100	100	100	100
1945	100	100	100	100	100	100	100	100	100	100
1946	100	100	100	100	100	100	100	100	100	100
1947	100	100	100	100	100	100	100	100	100	100
1948	100	100	100	100	100	100	100	100	100	100
1949	100	100	100	100	100	100	100	100	100	100
1950	100	100	100	100	100	100	100	100	100	100
1951	100	100	100	100	100	100	100	100	100	100
1952	100	100	100	100	100	100	100	100	100	100
1953	100	100	100	100	100	100	100	100	100	100
1954	100	100	100	100	100	100	100	100	100	100
1955	100	100	100	100	100	100	100	100	100	100
1956	100	100	100	100	100	100	100	100	100	100
1957	100	100	100	100	100	100	100	100	100	100
1958	100	100	100	100	100	100	100	100	100	100
1959	100	100	100	100	100	100	100	100	100	100
1960	100	100	100	100	100	100	100	100	100	100
1961	100	100	100	100	100	100	100	100	100	100
1962	100	100	100	100	100	100	100	100	100	100
1963	100	100	100	100	100	100	100	100	100	100
1964	100	100	100	100	100	100	100	100	100	100
1965	100	100	100	100	100	100	100	100	100	100
1966	100	100	100	100	100	100	100	100	100	100
1967	100	100	100	100	100	100	100	100	100	100
1968	100	100	100	100	100	100	100	100	100	100
1969	100	100	100	100	100	100	100	100	100	100
1970	100	100	100	100	100	100	100	100	100	100

* There may be 10 years actual full-time service
 ** Use 5.0% for 10 years in a maximum of 10%