Collective Bargaining Agreement

between

Connecticut State University
American Association of University Professors

and

Board of Regents for
Connecticut State Colleges and University System

August 27, 2021 – August 26, 2025

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

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This agreement is made and entered into as of August 26, 2021 by and between Connecticut State University American Association of University Professors, Inc., an employee association within the meaning of Secs. 5-270 - 5-280 CGS, and the Connecticut Board of Regents for Higher Education, an employer within the meaning of Secs. 5-270 - 5-280 CGS, as follows:

PREAMBLE

The intent of the parties hereto in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit is to promote the quality and effectiveness of education in Connecticut State University and to maintain high standards of academic excellence in all phases of instruction, research and service. The parties concur these 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 Connecticut State University, and that participation of faculty and professional employees in the formulation of policies under which they provide their services is educationally sound.

While Connecticut State University-AAUP (hereinafter CSU-AAUP), 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 Regents (hereinafter the Board), retains the rights, under law, to manage and direct Connecticut State University, the parties recognize the desirability of a collegial governance system for faculty and professional employees in areas of academic concern. It is desirable that the collegial system of governance be maintained and strengthened throughout Connecticut State University. In such a collegial system, the faculty of departments, and other units should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty and professional employees, the development of high-quality programs, and other matters of professional concern. The collegial relationship is most effective when peers work critically together to carry out their duties in the most professional manner possible.

Collegiality in academic governance at each university in the Connecticut State University System can best be accomplished through Senates selected by representatives of the appropriate university constituencies in accordance with each institution's constitution and tradition. Matters of concern to the Senate include: (a) curriculum policy and curricular structure, (b) requirements for degrees and granting of degrees, (c) policies for recruitment, admission and retention of students, (d) academic policies relating to students, and (e) other matters of campus community concern.

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

ARTICLE 1
DEFINITIONS

1.1 Board

(Also called "Employer") The Board of Regents for Connecticut State Colleges and University System. [Sec. 10a-88 CGS: Beginning on January 1, 2012, the Board of Regents for Higher Education shall serve as the Board of Trustees for the Connecticut State University System.]

1.2 Connecticut State University

(Also called "CSU," or "Employer") The following universities, individually and collectively: Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, and Western Connecticut State University including any branches, divisions, subdivisions, or laboratory schools.

1.2.1 University

Denotes each of the particular universities within Connecticut State University except where "Connecticut State University" as a whole is specifically cited.

1.3 Management/Managers

The Board together with its executive officers and professional staff, including but not limited to the BOR President, Presidents, Provosts, Vice Presidents, and Deans, and all such other management personnel, as defined in Secs. 5-270 - 5-280 CGS, provided that it shall not include department Chairpersons, academic Division Directors or academic Program Directors.

1.3.1 President of the BOR

President of the Board of Regents for Higher Education who serves as the Chief Executive Officer of the Connecticut State University System.

1.3.2 President

The President of any of the particular universities within Connecticut State University.

1.4 Bargaining Unit

The unit of teaching and professional employees of Connecticut State University as described more fully in Article 2 of this Agreement.

1.5 Connecticut State University American Association of University Professors or CSU-AAUP

The exclusive representative of the employees in the bargaining unit, pursuant to certification by the Connecticut State Board of Labor Relations.

1.6 Member or Members of the Bargaining Unit

Unless expressly specified otherwise, these terms are interchangeable and shall refer to the following employees of Connecticut State University:

1.6.1 Full-time Teaching Members or Full-time Teaching Faculty

Those employees of Connecticut State University who are employed for a semester and who earn more than 8.75 load credits and whose function consists primarily of (but shall not be limited to) teaching, research or other scholarly activity.

1.6.2 Part-time Teaching Members or Part-time Teaching Faculty

Those employees of Connecticut State University who are employed for at least six (6) days in a semester and who earn no more than 8.75 load credits and whose function consists primarily of (but shall not be limited to) teaching, research or other scholarly activity.

1.6.3 Full-time Counselors or Full-time Counseling Faculty

Those employees of Connecticut State University who are employed for at least six (6) days during a half work year and who are employed for at least twenty (20) hours a week and for at least a 198-workday work year, and whose function consists primarily of (but shall not be limited to) service as counselors.

1.6.4 Part-time Counselors or Part-time Counseling Faculty

Those employees of Connecticut State University who are employed for at least six (6) days during a half work year and who are employed for less than twenty (20) hours a week and whose function consists primarily of (but shall not be limited to) service as counselors.

1.6.5 Full-time Librarians or Full-time Library Faculty

Those employees of Connecticut State University who are employed for at least six (6) days during a half work year and who are employed for at least twenty (20) hours a week and for at least a ten (10) month work year, and whose function consists primarily of (but shall not be limited to) service as librarians.

1.6.6 Part-time Librarians or Part-time Library Faculty

Those employees of Connecticut State University who are employed for at least six (6) days during a half work year and who are employed for less than twenty (20) hours a week and whose function consists primarily of (but shall not be limited to) service as librarians.

1.6.7 Full-time Coaches and Non-instructional Athletic Trainers

Those employees of Connecticut State University who are employed for a four (4) month period of time and who earn more than 8.75 load credits during said four (4) months and whose function consists primarily of service as coaches or non-instructional athletic trainers.

1.6.8 Part-time Coaches and Non-instructional Athletic Trainers

Those employees of Connecticut State University who are employed for at least six (6) days in a four month period of time and who earn no more than 8.75 load credits in a four (4) month period, or an additional two (2) load credits per month not to exceed twelve (12) load credits in a six (6) month period, and whose function consists primarily of service as coaches or non-instructional athletic trainers.

1.6.9 Full-time Members

Those members identified in Articles 1.6.1 or 1.6.3 or 1.6.5 or 1.6.7.

1.6.10 Prorated Members

Those full-time members who, by mutual agreement, have a continuing workload, which is a fraction of a normal continuing workload for members of their classification. Such members shall be accorded benefits under this agreement prorated as is currently the practice in the spring semester, 2002.

1.6.11 Part-time Members

Those members identified in Articles 1.6.2 or 1.6.4 or 1.6.6 or 1.6.8.

1.7 Years of Service for Full-time Members

The number of work years of employment in Connecticut State University. (See Articles 6.2.1, 7.6, 8.7, and 10.1.)

1.7.1 Employment of teaching faculty for one-half (1/2) of a semester or more shall be considered a half-year of service.

1.7.2 Employment of Librarians and Counselors for one-quarter (1/4) of a work year or more, but less than one-half (1/2) of a work year shall be considered a half-year of service**.**

1.7.3 Continuous Service

Unless specified to the contrary elsewhere in this Agreement, time spent on any paid leave of absence shall be deemed continuous service.

1.8 Rules of Construction

Unless specified to the contrary elsewhere in this Agreement, the following rules shall apply:

1.8.1 Gender and Number

The masculine, feminine, and neuter gender as used in this Agreement import one another, and the singular shall include the plural whenever applicable.

1.8.2 Application of Agreement

Provisions of this Agreement shall apply to all members of the bargaining unit, unless specified to apply only to certain members of the bargaining unit.

1.8.3 Headings

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

1.9 Consultation

To seek opinion or advice of another, to discuss and exchange views concerning the matter about which advice was sought.

1.10 Notice

Wherever this agreement requires notice or notification, except in Article 16 (see Article 16.3.4), such requirement shall be met by serving notice on or before the date specified by return receipt requested email delivery. When receipt is not received within 5 business days, notice will be served with a certified return receipt request mail or hand delivery.

ARTICLE 2
RECOGNITION OF CSU-AAUP

The Board hereby recognizes the CSU-AAUP, pursuant to certification by the Connecticut State Board of Labor Relations in case nos. SE-3271, SE-3272, SE-3334, and SE-7671, as the exclusive bargaining representative for the members of the Faculty Bargaining Unit of Connecticut State University for all matters of collective bargaining as set forth in Secs. 5-270 - 5-280 CGS. The bargaining unit shall consist of all full-time and part-time faculty, including department Chairpersons, Academic Division Directors and Interdisciplinary Program Directors, academic researchers, coaches, athletic trainers, librarians and counselors, and exclude all Deans, Vice Presidents, all other managerial and confidential personnel pursuant to Secs. 5-270 - 5-280 CGS, and all other employees.

ARTICLE 3
DIVERSITY, EQUITY, AND INCLUSION

3.1 The Board of Regents and the CSU-AAUP agree that no member of the bargaining unit shall be discriminated against in violation of federal or state statutes, nor on the basis of characteristics or conditions including age, race, religion, gender, sexual orientation, disability, or ethnic or cultural origin, nor with respect to any legal behavior not detrimental to the students or other members of the university community.

3.2 The parties are committed to positive and aggressive affirmative action programs. The function of hiring searches is to maintain objectivity and use all available information in a balanced manner that identifies the best available candidates. Hence, search committees are specifically obligated to apply principles of affirmative action in their consideration of candidate selection.

3.3 Allegations of violations of Article 3.1 shall be processed exclusively through the Discrimination/Affirmative Action/Sexual Misconduct Complaint Procedures and are not covered by Article 15 (Grievance Procedure) of this Agreement. Such procedures shall include the elements identified in Appendix F. The parties agree to review procedures currently part of affirmative action plans and procedures addressing acts of intolerance and to recommend revisions as necessary.

3.4 Minority Recruitment and Retention Program
The parties to this Agreement recognize the compelling and continuing need to recruit and retain bargaining unit members who are members of minority and other protected groups. The following affirmative action program is adopted for the purpose of increasing the number of such full-time members.

3.4.1 Minority Recruitment and Retention Committee
The University President with the advice and consent of the AAUP Chapter President and consultation with the Director of Affirmative Action shall appoint a Minority Recruitment and Retention Committee. At least two committee members shall be members of minority or other protected groups. The Director of Affirmative Action shall be an ex-officio member of this committee.

3.4.2 The committee shall be charged with the responsibility of assisting search committees to recruit members of minority and other protected groups who are least represented in the bargaining unit ranks at the respective university, consistent with the principles of Affirmative Action; to assist the university in retaining such members; and to engage in such other actions as will effectuate the above purposes including the possibility of travel, mentoring, support for obtaining appropriate credentials, etc. When mentoring is arranged and if the committee so recommends, a mentor may be provided one (1) load credit per

semester for this purpose. During the life of this Agreement, no university committee may recommend more than one (1) load credit per one-hundred (100) full-time members or fraction thereof during any semester.

3.4.3 When direct support for obtaining credentials or other qualifications is provided to any full-time member, it shall be part of an individual agreement prescribing the support accepted by the member and specifying any conditions, including continuation of future service, placed on said support. Such agreements shall require the written agreement of the member, recommendation of the President and approval of the BOR President or designee. A copy shall be sent to CSU-AAUP.

3.4.4 Minority Recruitment and Retention Funds

Funding for this program shall be governed by Article 12.10.3. Unexpended funds appropriated pursuant to this Article shall carry forward from year to year and be available for expenditure for these purposes until exhausted.

Funds may be used for any incidental expenses directly related to recruiting, assisting and retaining minority full-time members until the final tenure decision. The Minority Recruitment and Retention Committee shall be responsible for recommending the expenditure of funds. Funds may not be used for any salary payment or stipend to CSU personnel. Distribution of funds shall be made to each university in proportion to university full-time membership.

ARTICLE 4
PROFESSIONAL RIGHTS AND RESPONSIBILITIES

4.1 It is recognized by the parties to this Agreement that the essential excellence of the universities is dependent upon maintaining an atmosphere of academic freedom and professional responsibility. To that end, there shall continue in the universities during the term of this Agreement a system of academic tenure, as described below, applicable to all full-time members of the bargaining unit. It is recognized that tenure is granted for the purpose of protecting and nurturing academic freedom and is not a shield for incompetence or failure to perform duties properly assigned. Although no specific tenure quotas are mandated in the universities, the parties recognize that to maintain an effective tenure system and institutional flexibility, tenure is awarded with great care, and is predicated upon departmental goals consistent with long-range institutional needs and plans.

4.1.1 It is recognized by the parties to this Agreement that membership in the academic profession carries with it special responsibilities. The Statement on Professional Ethics[1] that follows, necessarily presented in terms of the ideal, sets forth those general standards that serve as a reminder of the variety of obligations assumed by all members of the profession.

4.1.1.1 Faculty, both full- and part-time, guided by deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end they devote their energies to developing and improving scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry. As teachers, faculty encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of their disciplines. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that their evaluation of students reflects true merit. They respect the confidential nature of the relationship between faculty and students. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from them. They protect the students' academic freedom.

As colleagues, faculty have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their

1 Citing, without incorporating by reference, AAUP Policy Documents and Reports, 2015, pp. 145-146

associates. In the exchange of criticism and ideas they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of their institution.

As members of their institution, faculty seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their right to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it (see Articles 10.13 and 10.14). When considering the interruption of their services, they recognize the effect of their decisions upon the program of the institution and inform the institution of their intentions.

As members of their community, faculty have the rights and obligations of all citizens. They measure the urgency of these obligations in light of their responsibilities to their subjects, their students, their profession, and their institution. When they speak or act as private persons, they avoid creating the impression that they speak or act for their university. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

4.2 Academic Freedom

The parties to this Agreement subscribe to the following principles of academic freedom[2]:

4.2.1 All members of the bargaining unit are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. Freedom in research is fundamental to the advancement of truth. Members are also entitled to freedom in the classroom in discussing their assigned subjects. 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 profession and their institution by their utterances. Hence, they should exercise appropriate restraint, show respect for the opinions of others, and make every effort, where appropriate, to indicate that they do not speak for Connecticut

2 As referred to in the 1940 AAUP Statement of Academic Freedom and Tenure. This footnote does not incorporate by reference the 1940 Statement and the Interpretive Comments thereto.

State University.

Academic freedom is the principal right that allows faculty to perform the responsibilities in Article 4.1.1.1. Tenure is the main mechanism to assure academic freedom. Because part-time faculty cannot be tenured, care must be taken to assure their academic freedom.

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

4.2.2.1 All members when teaching shall have professional freedom to conduct their courses, provided that the subject matter is that which has been specified by the University and the appropriate department.

4.2.2.2 The determination of grades is the responsibility of the instructor of the course. A corollary of this responsibility is the duty of instructors to submit grades to the University Registrar within prescribed time limits. In no case shall an instructor be required to submit final grades in less than three (3) working days from the date of the last scheduled final exam. A grade shall be changed only with the consent of the instructor of the course and with the approval of the appropriate Chief Academic Officer or Dean, except that, in cases of absence of the instructor or of a palpable injustice, the appropriate method of adjusting grades established by the Senate in each university, in agreement with the President, shall be followed. If a grade is changed, the instructor shall be notified whenever possible.

4.2.3 Claims of Violation of Academic Freedom

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

4.2.3.1 Academic Freedom Panel

Within thirty (30) days of the effective date of this Agreement, the Administration and CSU-AAUP shall each name four (4) representatives (one from each university) to act on academic freedom matters. The two representatives on each university shall constitute the Academic Freedom Panel which shall be responsible for the implementation of Article 4.2.3.2.

4.2.3.2 Allegations of violation of academic freedom shall be framed with reasonable particularity, signed, and dated, by the complainant and further indicate whether the complainant or CSU-AAUP shall represent the complainant. Allegations of violation of academic freedom shall be filed with the two campus members of the Academic Freedom Panel within thirty (30) days of the incident giving rise to the allegation. The campus panel members shall provide copies of the allegations and attachments to persons named as respondents to the complaint.

Any additional materials submitted by either side at any stage of the complaint must also be provided to the opposing side at the time submitted**.** The Panel shall mediate and investigate the complaint in order to effect a mutually acceptable resolution to the matter. Within thirty (30) days of receipt of the complaint, the Panel shall issue written findings and may offer a written recommendation to the complainant and the respondents. These parties shall have fifteen (15) days from receipt of the findings/recommendation of the Academic Freedom Panel to agree to any recommendation by so notifying the Panel in writing. If either party fails to agree, the complainant may initiate further action by forwarding the complaint within seven (7) additional days to the CSU-AAUP President and the BOR President or designee who shall also obtain a copy of the findings and any recommendation.

When the above time limits fall within intersession, during weeks when classes are not in session or outside the member's work year, an initial written request for extension by the complainants, the Panel or the respondents, if any, shall be granted automatically for up to four (4) weeks or until classes have been in session two (2) weeks, whichever occurs first.

4.2.3.3 Academic Freedom Committee

The CSU-AAUP President and the CSU BOR President shall jointly convene an Academic Freedom Committee within twenty-eight (28) days of receipt of the complaint and shall provide them with the Panel findings and any recommendation. This Committee shall consist of those individuals identified in Article 4.2.3.1 who are not employed at the University from which the allegation arises.

4.2.3.4 At any point in its deliberations, the committee may decide to seek the advice of an expert. If the committee is deadlocked, it shall call upon an expert, who shall advise the Committee, and/or cast the deciding vote if the deadlock cannot be resolved by the Committee members. If an expert is needed, the Committee shall select from four (4) names provided by the BOR or their designee and four names provided by AAUP.

The selection method shall be as follows: The two co-conveners shall alternately strike one name from the list of experts, until only one name remains; a toss of a coin shall determine who strikes the first name. In the event the expert selected by this process is not available within thirty (30) calendar days, the expert who was stricken last shall be sought. Any costs incurred by the Committee pursuant to resolving an academic freedom allegation shall be divided equally between CSU-AAUP and the Board except when the complainant chooses self-representation. In such a case, costs shall be divided equally between complainant and the Board.

4.2.3.5 The Committee shall solicit and be provided with relevant information. Such information shall be offered to the Committee subject to the rule of relevancy as determined by the Committee. Any such information submitted to the Committee by either side must also be provided to the opposing side at the time submitted**.** A hearing may be conducted by the Committee at its own discretion. Within sixty (60) days of filing at the CSU level, unless an extension is ordered by the Committee with the consent of the co-conveners, a written decision shall be rendered to the affected individuals, CSU-AAUP, and the Administration.

4.2.3.6 The Committee shall have the power to adjudicate substantive issues and to direct a remedy. A remedy may not be retroactive beyond the date of the incident that gave rise to the violation. The Committee's decision shall be final and binding upon all parties.

4.3 Tenure shall be defined as the right of a member currently holding tenure or the right of an eligible member to continuous employment in the member's university, which may be terminated only for causes as cited in Article 16 or upon reaching retirement. Tenure applies only to full-time members.

4.4 Award of Tenure

The award of tenure shall be selective and conditioned upon positive recommendation through the review process described in Article 4.11 and predicated upon departmental goals consistent with institutional plans and needs. Under the circumstances where a President believes the negative recommendation of a member constitutes an extraordinary injustice, the President may recommend tenure. The probationary period (full time service prior to the acquisition of tenure) shall not exceed seven (7) years of service in the university provided that all seven (7) years fall within the same ten (10) year period, except when it is extended, as specified in Article 4.4.4.

4.4.1 Up to three years' full-time service in any accredited colleges and universities may be applied toward the probationary period by written agreement of the concerned parties at the time of the member's initial appointment, or not later than the end of the first semester of a member's probationary service. Such credit for prior service shall not affect notice requirements under Article 4.9.

4.4.2 Notice of award of tenure shall be made in writing by letter described in Appendix B of this Agreement.

4.4.3 When a tenured member leaves the bargaining unit for any other non-management position within the University, conditions of return, if any, shall require consultation with the department and written agreement of member,

CSU-AAUP and the CSCU President or designee. Any resulting agreement shall prevail over the provisions of any future CSU-AAUP Agreement.

Tenured members of the bargaining unit appointed to administrative positions (Deans or above) shall retain tenure rights.

4.4.4 Faculty in tenure-track appointments may submit a request to extend the probationary period in writing to the appropriate dean or director. In no instance will the stoppage of the tenure clock exceed more than 12 months in any single application, up to a maximum of 24 months total during a faculty member's probationary period. Decisions regarding requests to stop the tenure clock will not be subject to the grievance procedure. This process will not include instances covered by 13.2.3.

4.5 Conditions of Tenure

The purpose of the system of tenure is the protection of academic freedom. It remains incumbent upon the member to maintain and improve professional competence, professional growth, and the excellence which occasioned the grant of tenure to the member. To that end, professional evaluations shall be an integral part of the maintenance and improvement of professional competence, growth and excellence. Consistent with the above, sabbatic and other forms of leave shall be granted as provided under the terms of this Agreement.

It is recognized that an occasion may arise where it becomes in the best interests of Connecticut State University to facilitate the tenured member's acquisition of new skills in order to meet the changing needs of Connecticut State University. Institutional tenure shall not be a bar to temporary exchange of faculty between universities, if the member(s) so agree(s) and the universities so consent. Nothing in this Agreement shall prevent the transfer of a member from one university of the system to another university in the system, if the member so agrees, the University so consents, and the departments involved are consulted. No member may be transferred to another university in the system if such a transfer would result in the involuntary separation of a member in the receiving university. A tenured member who is offered and accepts a teaching position in another university in the system shall receive tenure in the new university. The parties recognize that a university is placed under no obligation by these provisions to receive a member previously employed in another university in the system. (See also 5.4, 5.19)

4.6 Assignment of Courses to Part-time Teaching Members

The parties recognize that part-time faculty play a significant role in the institutional life of the University.

Following review of departmental recommendations, the President or designee shall appoint part-time members with no prior employment at the particular university to a part-time classification.

Part-time members do not have a reasonable assurance of continuing employment. Course assignments to part-time members are contingent upon adequate course enrollment, and the unavailability of full-time faculty.

Part-time members shall be assigned to available courses depending upon the department chairperson's determination of credentials, experience, and teaching merit. When the chair determines that part-time members have similar credentials, experience and teaching merit, the chair shall recommend for appointment the person with the greatest length of service in the department. Following the chair's determination based upon the above criteria, appointment shall be recommended to the dean for approval.

If a course is not available a part-time member may be offered an alternative assignment.

Alternative bargaining unit work, in addition to teaching, may be offered to a current part-time member when this is practical and when the member is qualified. Part-time members shall be provided timely written notice of the availability of such alternative work. Such work may include, but is not limited to: supervision of theses, academic advising, tutoring, assessment, or similar activities. Compensation for such work shall be in accordance with Article 12.8.

Part-time members who have been continuously employed in a department for six (6) consecutive semesters, may be offered multi-semester contracts if requested by or with the consent of the eligible part-time members, subject to adequate enrollments, satisfactory teaching evaluations that include student opinion surveys, if available, and the continuing of class offerings.

4.6.1 Course Cancellation Fee

If a class scheduled to be taught by a part-time member is cancelled within seven (7) business days prior to the beginning of the first day of classes, the part-time member shall be paid the sum of $300.

4.7 Letter of Appointment

The terms and conditions of every appointment to a full-time position within the University shall be contained in the letter of appointment, which shall follow the format in Appendix A of this Agreement. A copy of the letter of appointment shall be supplied to the member for signature of acceptance and consent, a copy placed

in the member's personnel file (see Article 4.14), and a copy sent to the member's department. Any subsequent extensions or modifications of such appointment, other than with respect to changes in the Collective Bargaining Agreement as negotiated between the parties to this Agreement, agreed upon between the member and Administration after consultation with the department, and any special understanding between the University and the member shall be stated or confirmed in writing, and a copy shall be supplied to the member, a copy placed in the member's personnel file and a copy provided to the member's department. Special conditions of employment are those pertaining to obtaining of degrees and other credentials and explanations of work assignments. A letter of appointment also may highlight contractual provisions provided such reference shall be consistent with this Agreement. Any appointment letter or any extension or modification thereto shall be made available to CSU-AAUP upon request.

It shall be the obligation of each newly employed member of the bargaining unit to provide all necessary documents relevant to initial employment by reasonable dates agreed to at the time of employment.

4.7.1 A good faith effort shall be made by all parties to inform part-time members of their employment at the earliest reasonable opportunity. An employment form incorporating their assignment shall be signed by the member and appropriate university officer at the earliest reasonable opportunity and in no event later than the second week of assigned duties. A copy of this Agreement shall be distributed to each new part-time member with the employment form. (See Appendix D).

4.8 Full-time Appointments

All full-time appointments within the bargaining unit at each university shall be of four (4) types: regular (see Article 4.8.1), special (see Article 4.8.2), final (see Article 4.8.3) and defined term (see Article 4.8.4). All regular appointments shall be of two (2) types: probationary (see Article 4.8.1.1) and tenured (see Article 4.8.1.2).

4.8.1 Regular Appointments

4.8.1.1 Initial and subsequent probationary appointments shall be for not less than one (1) year nor more than three (3) years through the sixth (6th) year of service.

4.8.1.2 A tenured appointment shall be given upon completion of not more than seven (7) years of full-time service (see Article 4.4).

4.8.2 Special Appointments

Special appointments shall be for one (1) of four (4) purposes: (a) to bring to the university personnel with unusual knowledge, artistry or exceptional merit, (b) to

replace a full-time member on leave, (c) emergency appointment prior to a successful affirmative action search, or (d) appointment to a temporary grant- or contract-funded position. A special appointment carries no expectation of renewal beyond the term specified but may be renewed or repeated provided that the total duration of the appointment shall not exceed three (3) of any seven (7) years at a university in cases (a), (b) or (c). An Affirmative Action search for a tenure track position will be completed in three (3) years for special appointments in case (c). Special appointment recruitment shall include a consideration of credentials, experience, and teaching merit of current part-time members within the department. When a special appointment is renewed, service shall be deemed continuous. The letter of appointment shall specify the purpose for which the appointment is made and shall include the phrase, "this is a special appointment pursuant to the current collective bargaining agreement."

At the department's option, members on special appointments may be evaluated following the schedule for 1st or 2nd year renewals, as is appropriate, up to and including Step "F" (except that the evaluations shall not include renewal recommendations).

4.8.3 Final Appointments

A final appointment shall be made subsequent to a decision to discontinue a member on regular appointment in the second (2nd) through fifth (5th) year of service, or subsequent to a negative tenure decision in the sixth (6th) year of credited service. Such appointment shall be for one (1) year and may be given only in this situation. The letter of appointment shall include the statement, "this is a final appointment pursuant to the current collective bargaining agreement carrying with it no expectation of reappointment."

4.8.4 Defined Term Appointments

A defined term appointment shall be for a period of not more than five (5) years and normally not less than one (1) year; such an appointment carries no expectation of renewal beyond the term specified but may be renewed and is subject to the provisions of Article 6.2.1. When defined term appointments are renewed for an additional term, service shall be deemed continuous**.** Defined term appointments shall be used only for full-time coaches and non-instructional athletic trainers (See Article 6).

4.9 Standards of Notice for Renewal and Denial of Tenure

Full-time regular appointments of the first six (6) years shall be deemed continued for the succeeding academic year beyond the term of appointment unless proper notice of non-renewal has been given to the member as prescribed below.

4.9.1 Full-time members of the bargaining unit who are on an initial one (1) year appointment shall be notified in writing of non-renewal on or before March 1, or for starting dates other than the beginning of the fall semester; written notice of non-renewal will be given not later than three (3) calendar months prior to the termination date of the appointment.

4.9.2 Full-time members who have completed one or more years of service shall be notified in writing of non-renewal, including the denial of tenure if appropriate, on or before May 31 of the year preceding the contract expiration or for other starting dates, at least twelve (12) calendar months' notice shall be given. A full-time member in the sixth year of employment who does not receive a notice of denial of tenure as specified in this section shall be deemed to have been awarded tenure.

4.9.3 Full-time members who provide less than sixty (60) days' notice of resignation or retirement will forfeit two weeks' pay unless they have a bona fide medical emergency or receive express written agreement of the President to waive this provision. Full-time teaching members and counselors, shall provide such notice at least 60 days prior to the start of the semester and the effective date shall not fall within a semester. Full-time coaches shall provide such notice at least sixty (60) days prior to the commencement of the season and the effective date shall not fall within the season.

4.10 Faculty and Presidential Responsibilities

The parties recognize that scholars have a particular responsibility to exercise their expertise in a particular field or activity and to judge the work of their colleagues. In the exercise of such expertise it is implicit that responsibility exists for both adverse and favorable judgments. In the areas of appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure, and dismissal, the exercise of faculty judgment through faculty personnel committees is essential to the pursuit and fulfillment of the goal of academic excellence.

It is recognized that the President has the particular responsibility for the proper allocation of resources within the University and the effective use of the facilities and personnel available. The President is the chief planning officer of the institution and has a special obligation to innovate, initiate and revitalize. The President may at times be required, working within the concept of tenure, to identify and to solve problems of obsolescence. In reallocating personnel and resources to solve these problems, the President will necessarily utilize the judgments of faculty, but in the interest of academic standards, the President may also seek outside evaluations by scholars of acknowledged competence.

4.11 Evaluation of Full-time Members for Renewal, Tenure and Promotion (See Table 1)

4.11.1 Evaluation Procedure

There shall be only one (1) evaluation procedure leading to recommendations regarding promotion, tenure and renewal of full-time members as follows: in accordance with procedures developed by the Senate and approved by the President in an expeditious manner, evaluations of teaching members shall be conducted by the Department Evaluation Committee (DEC) of which the Department Chairperson may be a member, ex-officio, and by the University-wide Promotion and Tenure Committee.

Department chairpersons who are not members of the DEC shall submit a separate evaluation which may either be submitted to the DEC for its deliberations or, if so determined by the Senate, submitted as a separate document added to the DEC's evaluation forwarded to the appropriate Dean, with a copy issued simultaneously to the member. In no case, however, shall a department Chairperson being considered for promotion participate in the promotion evaluation process; being considered for tenure participate in the tenure evaluation process; or being considered for renewal participate in the renewal evaluation process. A copy of any DEC evaluation and recommendation with supporting reasons shall be given to the member upon issuance. Senate procedures developed pursuant to this article shall satisfy each of the minimum standards set forth in Article 4.11 and may not be inconsistent with this Agreement. Copies of such procedures shall be given to the CSU-AAUP, the administration and all full-time members.

Annually the Chief Human Resources Officer shall provide computer generated reports to assist department evaluation committees in determination of member eligibility for renewal, promotion, tenure and related personnel actions.

4.11.2 Evaluation for Renewal

Each full-time member on an initial probationary appointment shall receive written evaluation of performance and a corresponding recommendation during the second (2nd) semester of service (after completing a full semester of service) in accordance with the schedule specified in Article 4.11.

Thereafter, there shall be an annual written evaluation and recommendation as required by the term of the appointment, unless the member has previously received timely notice of non-renewal or is on a final appointment (see Article 4.9), or has resigned effective prior to or at the end of an appointment. The format for these evaluations shall be proposed by the Senate and approved by the President.

4.11.2.1 Evaluation for Tenure

A full-time member may be considered for tenure in any year of the probationary period if the member so requests. Denial of tenure prior to the sixth (6th) year of service shall not prejudice subsequent applications for tenure and in no case shall be construed as a ground for termination of employment, but the evaluatory material shall be available as part of the record. The DEC must evaluate a non-tenured full-time member for tenure in the member's sixth (6th) year of credited service. Evaluations shall be completed, and all recommendations shall be forwarded to the President in accordance with the schedule in Table 1. The President shall notify the affected member of the Board of Regents' tenure decision by the appropriate date specified in Table 1

TABLE 1 – EVALUATION PROCESS DUE DATES [3,4]

STEP	1st Year Renewals		2nd or Later Year Renewals		Penultimate Year Tenure Candidates[5]		Promotion	Professional Assessment
	Aug.	Jan.	Aug.	Jan.	Aug.	Jan.	All	Art. 4.12
A	Jan20	Sep15	Mar1	Sep15	Sep15	Sep15	Sep15	
B							Sep25	
C	Feb1	Oct1	Mar15	Oct1	Oct1	Sep20	Oct1	Oct1
D	Feb10	Oct10	Mar30	Oct20	Oct20	Oct10	Oct20	Nov1
E	Feb20	Oct20	Apr15	Nov15	Nov15	Nov1	Nov15	Dec1
F	Feb25	Oct25	May1	Dec1	Dec18	Nov13	Dec18	Feb1
G					Mar5	Nov25	Mar5	
H	Mar1	Nov1	May31	Dec31	Apr15	Nov30	Apr15	March1
I					May31	Dec31	May31	

Step Description	
A	DEC receives (See Article 4.11.1) and reviews records and notifies members who meet promotion standards or otherwise must be evaluated.
B	Candidate informs the department Chairperson and DEC Chairperson in writing of desire to be considered for promotion.
C	DEC Chairperson informs candidates in writing of evaluation process (See Article 4.11.5).
D	Candidate submits relevant materials for consideration to DEC.
E	DEC submits evaluations and appropriate recommendations to the Dean.
F	Dean submits recommendations.
G	University-wide Promotion and Tenure Committee submits recommendations to the Provost.
H	Provost takes required action and informs candidate. *
I	Board awards tenure/promotions.

[3] The evaluation schedule for those members who are not appointed at the beginning of a semester shall follow the evaluation schedule of members employed at the beginning of the semester closest to their appointment date.

[4] If any of the dates above fall on a weekend or holiday, the deadline shall be the close of the business on the business day preceding the date listed.

[5] All pre-penultimate year tenure considerations shall follow timetable for August appointments.

*In the absence of the Provost, the President shall assume this role in Articles 4.11.4 through 4.11.14, 4.12 and 4.15. For coaches and counselors, the President or supervising Vice-President as appropriate shall assume this role in articles 4.11.4 through 4.11.14, 4.12 and 4.15.

4.11.3 Evaluation for Promotion

On the basis of available information, by September 15 of each year, the DEC shall inform any full-time members of their department who meet the standards specified for promotion (see Articles 5.3.1 - 5.3.4). A member wishing to be considered for promotion shall so indicate in writing by September 25, to the Department Chairperson and the DEC Chairperson. In addition, a promotion recommendation for an eligible member may be initiated by the DEC (see also Article 5.3.5). A member may withdraw after the commencement of the promotion process and shall thereby waive all claims for that year.

4.11.4 DEC Membership

The membership of the DEC shall include only tenured members of the department. If in the judgment of the Provost, this provision works a hardship on a department, the Senate in agreement with the Provost shall determine procedures for resolving the problem, but in no case shall persons under consideration for promotion serve on the DEC during any deliberations on promotion.[6]

4.11.5 The evaluation schedule for those full-time members who are not appointed at the beginning of a semester shall follow the evaluation schedule of full-time members employed at the beginning of the semester closest to their appointment date. By the appropriate date specified in Article 4.11, the DEC chairperson shall inform in writing each full-time member to be evaluated of (1) the fact and purpose of the evaluation, (2) the opportunity to submit material to the DEC, and (3) the opportunity to appear personally before the DEC prior to the DEC's recommendation.

4.11.6 By October 1 of each academic year the President or designee shall make available to the DEC the personnel file of those full-time members to be evaluated subject to the provisions of Article 4.14.2.

4.11.7 In making its peer evaluations for renewal, promotion, and tenure the DEC shall consider all materials supplied by the candidate and may solicit additional information pertinent to the categories of evaluation. Peer review through observation of load credit activity should normally be a part of evaluations, especially in pre-tenure evaluations. For full-time members who are engaged in classroom teaching, the DEC shall obtain and use the data from a written student survey instrument. For full-time members who are engaged in other duties or have assignments in more than one department, the DEC shall seek and use appropriate information relating to all elements of the member's duties.

4.11.8 Student Opinion Survey

The practice of conducting student opinion surveys of teaching faculty (see Article 4.11.7) shall be continued using evaluation instruments and a procedure for administering them that are designed or approved by the department. The procedure for collecting, routing, and disposition of the surveys shall be recommended by the Senate and approved by the President and shall include the requirements that:

(1) The evaluation shall be administered by a third party; and

(2) Students shall be apprised of the survey process and assured the completed survey will not be viewed by the instructor until all grades have been posted.

It is understood that members may use evaluation forms in addition to the approved instrument.

4.11.9 Evaluation Criterion and Categories

It is recognized that faculty work outside specific requirements identified in this Agreement by maintaining and updating professional skills through activities such as review of professional journals, participation in curricular revisions, course updating, pursuit of research, publication and other scholarly activities.

The criterion for evaluating and recommending full-time teaching faculty shall be the quality of activity, including keeping current in one's field, within each of the categories listed below (Articles 4.11.9.1 - 4.11.9.5). All individuals and bodies evaluating members shall weight these categories in the order listed. Any special conditions in the member's letter of appointment or subsequent extensions or modifications of such appointment as provided in Article 4.7 shall be considered in the evaluation process for renewal, promotion or tenure. (See Article 6.8 – Coaches Evaluation Criterion; Article 6.9 – Non-Instructional Athletic Trainer Evaluation Criterion; Article 7.3 – Counselor Evaluation Criterion; and Article 8.3 – Librarian Evaluation Criterion.)

4.11.9.1 Load credit activity for which the member receives load credit or the equivalent, e.g. one or more of the following: teaching, department chairperson, division director,-research, student supervision, or any other function specified in the letter of appointment or subsequent extension or modifications of such appointment (see Article 4.7), or identified in a letter of agreement (see Article 10.4).

4.11.9.2 Creative activity appropriate to one's field, such as delivering papers at professional conferences, production/performance of artistic works, research, study, and publication.

4.11.9.3 Productive service to the department and university.

4.11.9.4 Professional activity, such as attendance and participation in conferences and workshops, membership and service in appropriate professional organizations and other professional activities.

4.11.9.5 Years in rank.

4.11.9.6 Record of any disciplinary action in the member's personnel file at the time of the evaluation.

4.11.10 Following deliberations the DEC shall make a written evaluation and recommendation with supporting reasons based on the above criterion. Each recommendation shall be signed by all members of the DEC. If a DEC member elects to write a minority report, it shall be appended to the Committee report. A copy of the DEC's recommendation including supporting reasons shall be sent to the affected member upon issuance and a copy shall be placed in the member's personnel file.

4.11.11 By the appropriate date specified in Table 1, the DEC shall transmit its written evaluation and recommendations with supporting reasons to the appropriate academic dean, together with all materials submitted to and considered by the DEC (see Articles 4.14.1, 4.14.2.7, and 4.14.2.8).

4.11.12 By the appropriate date specified in Table 1, the appropriate academic dean shall review and consider all of the material submitted and make a recommendation based primarily on that material. Copies of any other material shall be provided to the evaluee and the members of the DEC. A copy of the Dean's recommendation shall be sent to the affected member upon issuance and a copy placed in the member's personnel file. Recommendations for tenure and/or promotion, along with all of the previously submitted material, shall be transmitted to the University-wide Promotion and Tenure Committee. Recommendations for renewal shall be similarly transmitted to the Chief Academic Officer. A copy of any recommendation of the Chief Academic Affairs Officer also shall be provided to the affected member.

4.11.13 Each university shall have a promotion and tenure committee composed of members elected from among full-time members. Committee composition and procedures shall be determined in accord with local rules as specified by the senate and approved by the president except that (1) membership shall be restricted to tenured associate and full professors and (2) no more than two members from an academic department shall serve on the committee in any given academic year.

Any member being considered for promotion or tenure shall be given an opportunity to appear before the committee prior to its recommendation to the Provost. By the appropriate date specified in Table 1, the Promotion and Tenure Committee shall make a recommendation to the Provost after considering all previously submitted material and recommendations. A copy of the University-wide Promotion and Tenure Committee recommendation shall be sent to the affected member upon issuance, and a copy shall be placed in the member's personnel file.

4.11.14 By the appropriate date specified in Table 1, the Provost, following consultation with the President, shall make recommendations for promotion and tenure to the Board informing the member at the same time.[7]

A Provost who disagrees with the recommendation of the Promotion and Tenure Committee and who denies tenure after completion of the member's sixth (6th) year of service, shall provide the member and that committee with a written explanation. A Provost who disagrees with the recommendation of the Committee and recommends tenure shall provide the Committee with an explanation. The Provost's explanation shall be held in confidence by the Committee subject to applicable statutes.

If the Provost is the ultimate decision-maker and disagrees with two (2) of the three (3) evaluative entities (DEC, Dean, and Promotion and Tenure Committee) and denies tenure in the penultimate year of service, the President shall review and may alter the Provost's decision prior to the date specified in Table 1 on which the Board announces its tenure actions. The affected member shall be informed of the President's decision at the same time.

4.11.15 By the appropriate date specified in Table 1, the Board shall announce its promotion and tenure actions and inform affected members promptly.

4.11.16 All dates specified in this section shall be accelerated when necessary to meet the standards of notice in Article 4.9.

4.12 Professional Assessment

Each tenured member shall receive one professional assessment every six (6) years unless: (a) the DEC, in an effort to assist, schedules the next assessment in less than six (6) years, or (b) the affected member requests more frequent assessment. The DEC shall honor such requests. The purpose of this assessment shall be to measure the member's teaching effectiveness, and/or primary professional function, service to the department and university, scholarship and professional activity in order to further the member's professional growth. This

assessment shall be made by the DEC in accordance with procedures developed by the Senate and approved by the President pursuant to Article 5.10, and in accordance with Articles 4.11.6 - 4.11.9 of this Agreement.

Professional assessments shall follow a schedule recommended by the Senate and approved by the President. A DEC may schedule an increased frequency of assessment only on the occasion of a regularly scheduled assessment. Information developed by the DEC for promotion and tenure evaluations may be used for professional assessments. Where this is the university practice, another assessment shall not be required for six (6) years. All assessments completed by a DEC will be reviewed by the member, who shall be provided at least two (2) days to append comment before the assessment is sent to the appropriate Dean. All assessments which have been reviewed by the member will be sent promptly to the Dean along with all materials reviewed by the DEC and any comments from the member. The Provost will review the assessment after the Dean.[8]

Assessments reviewed by the Provost will be placed along with member comments in the member's personnel file. After placement of the assessment in the member's file, supporting documents will be returned to the DEC for disposal. The format for these assessments shall be proposed by the Senate and approved by the President.

4.12.1 Evaluation of Part-time Members

Each academic department shall have in its bylaws the procedures for evaluating its part-time members. All such evaluations shall be advisory to the department chairperson (see Article 4.6).

4.13 Special Assessment

The intent of a special assessment is to identify problems regarding a member's performance of duties and, if necessary, to develop a plan to address these problems.

When the appropriate Dean or Vice President has reasonable grounds to believe there is a problem regarding a member's performance of duties, the Dean shall meet with the member, and any other appropriate individuals, in an attempt to clarify and, if necessary, rectify the situation. If, following such meeting(s), the Dean or Vice President determines that a special assessment is called for, the Dean shall meet and confer with the appropriate chairperson in the design of an appropriate evaluation, which may or may not involve the DEC, and shall inform the affected member in writing of the particulars of the scheduled evaluation. The

evaluation shall be conducted within six (6) weeks during the current semester unless final exams conclude sooner, in which case the evaluation shall be conducted within the first six weeks of the very next semester. Within two (2) weeks of the conclusion of the evaluation, the evaluator(s) shall submit a written report of the results of the evaluation, including any recommended actions, to the Dean, the Chairperson and the affected member; such report shall be placed in the member's personnel file.

Should the evaluation report identify matters requiring remedial action, the evaluators, in consultation with the affected member, shall develop a specific plan with a schedule of compliance, which shall be implemented. The evaluators shall provide a written copy of the plan to be implemented to the affected member, the Dean or Vice President, and the member's personnel file. If the member fails to cooperate, or is unable to execute his/her professional responsibilities as provided in the evaluators' plan within one academic year, the matter may be remanded to the process of Article 16. In the event that the member in question is the Spokesperson or the department Chairperson, that role in the process shall be filled by the Chairperson of the DEC. Records of a special assessment and related documents shall be removed from the personnel file following the affected member's next formal evaluation, unless the Dean, in consultation with the DEC, determines otherwise.

4.14 Personnel Files

4.14.1 Each university shall maintain one (1) confidential and complete official personnel file for each member. This file shall be accessible to the member on request. No anonymous material or annotations shall be placed in the official personnel file. No unsolicited derogatory material shall be placed in the official personnel file except pursuant to Article 4.14.2.9. Files shall contain the following: application for employment and supporting documentation; recommendations on appointment, tenure, renewal, promotion, and leaves; evaluation and assessment documents; payroll records; disciplinary actions; correspondence between the President or other administrators and the member concerning the member's employment at the University; all other relevant personnel actions; and any statement that the member wishes to enter in response to or in elaboration of any other item in the file. Personnel files shall be maintained in accordance with State-mandated retention schedules.

4.14.2 Access to and Maintenance of Files

4.14.2.1 Each university shall maintain the official personnel file for each member in a secure place. A subset of these records for payroll purposes may be kept in another location. Under normal circumstances, the official personnel file shall not be removed from the location in which it is housed.

4.14.2.2 Members shall have access to their personnel files during regular office hours. Access to these records by individuals other than the member whom they concern shall be in accordance with applicable State and Federal Statutes.

4.14.2.3 Each member's file shall contain a log of every instance of access to that file by individuals other than the President, the Chief Human Resources Officer, their immediate staffs and the member.

4.14.2.4 CSU-AAUP shall have access to relevant documents from personnel files for the purpose of fulfilling its statutory responsibilities pursuant to CGS Sec. 4-190 and Secs. 5-270 through 5-280 CGS.

4.14.2.5 Upon request, a member shall be provided with a copy of any and all material in the member's file at no charge.

4.14.2.6 When a unit member obtains access to data from the member's personnel file, the member shall be provided, by the administration, with an opportunity to review Sec. 4-192 through Sec. 4-197 CGS.

4.14.2.7 Derogatory material, all evaluations and assessments, and records of disciplinary action shall be copied and a copy shall promptly be provided to the

member with a notation of the date on which it was added to the file. Lengthy documents may be initialed by the member in lieu of the above provisions.

4.14.2.8 Each university shall follow a policy developed through the Senate in mutual agreement with the President governing the disposition of components of the promotion and tenure files conforming to State laws and this Agreement. Where such policies currently exist, the President, in cooperation with the Senate, shall review existing policy to assure conformity with requirements of State law and this Agreement.

4.14.2.9 A member may contest the accuracy, completeness or relevancy of unsolicited derogatory material prior to placement in the member's file by pursuing a grievance. Letters of reprimand are excluded from this provision and may be contested in accordance with the provisions of Article 16. Letters of reprimand or similar documents carrying dates of removal shall be returned to the member on request following said date.

4.14.2.10 The entire contents of personnel files shall be considered private except with respect to documents concerning disciplinary matters or alleged misconduct and may not be opened to any outside scrutiny except when ordered by a court of law. Nothing herein shall impact the obligation to disclose information pertaining to disciplinary matters or alleged misconduct pursuant to the Freedom of Information Act. When a file is requested by an outside party for any reason, the affected member shall be promptly notified and provided with a copy of the request and reason therefore.

4.15 Endowed Chairs

An endowed chair position is established by a specific Board of Regents' resolution. It carries with it special responsibilities to enhance the reputation and prestige of the department in which it is established and the university as a whole, as well as significantly contribute to the academic quality of the university. Endowed chairs may be appointed as either full-time or part-time status for a period of time approved by the BOR, and renewed at the discretion of the University. As such, the endowed chair's position at the university shall be differentiated in compensation and eligibility for tenure. The base salary of an endowed chair may be set up to a maximum of 1.15 times the maximum salary for the rank in which the chair is appointed.

During the second (2nd) year of the endowed chair's appointment, he/she may apply for tenure through an expedited process. This process shall be initiated in the spring of the endowed chair's second (2nd) year of service. If the endowed chair wishes to apply for tenure utilizing the expedited process, he/she must notify the Department Chair and the Chair of the DEC of such intention by January 20.

The endowed chair will submit relevant documents for consideration to the DEC by February 10. The DEC shall submit its evaluation and appropriate recommendation to the appropriate dean by February 25. The dean shall submit his/her recommendation to the University-wide Promotion and Tenure Committee by March 10. The Promotion and Tenure Committee shall submit its recommendation to the Provost by April 1. [9] The Provost shall take required action and inform the endowed chair by April 15.

In light of the uniqueness of the endowed chair position, a special charge shall be developed and provided to each evaluative body in the tenure process. The special charge shall address: (1) the right of the candidate to be considered for tenure in any year of the probationary period (Article 4.11.2.1); (2) that in granting tenure, the exercise of faculty judgment through faculty personnel committees is essential to the pursuit and fulfillment of academic excellence (Article 4.10); (3) special conditions of the candidate's appointment as outlined in the applicable appointment letter (Article 4.7); and (4) the criterion for evaluating and recommending the candidate for tenure shall be the quality of the candidate's activities and any special conditions of appointment (Article 4.11.9). Each evaluative body shall consider all materials submitted by the candidate in his/her application for the endowed chair position, as well as materials from his/her service to the university to date, including student opinion surveys as applicable.

ARTICLE 5
FACULTY PARTICIPATION PROCEDURES

5.1 Before making a full-time appointment to the instructional faculty (members of the Instructional Faculty bargaining unit), the President shall receive the recommendations of the affected department, and the academic Division Head or a designee who shall have consulted department or division members (see Article 3.2). Positions shall be posted with the AAUP Chapter whenever searches are initiated. A representative of the President may require the nomination of more than one candidate for any vacancy. In the absence of recommendations from the department or division head, the President may make or recommend an initial contract appointment, provided the responsible members or faculty agencies have failed to act within a reasonable period of time, or cannot act because of time limitations. Such an initial contract appointment shall be reviewed by the department and/or academic division. After receiving appropriate recommendations, the President shall decide whether to change the temporary appointment to a longer appointment as defined in Article 4.8.

5.1.1 Whenever an unclassified professional position is to be filled, the University shall make a good faith effort to promptly inform the AAUP chapter.

5.2 Full-time appointments to the bargaining unit shall fall within the following ranks:

- Coach A
- Instructor, Staff Librarian, Staff Counselor**,** Coach I, Athletic Trainer I
- Assistant Professor, Assistant Librarian, Assistant Counselor, Coach II, Athletic Trainer II
- Associate Professor, Associate Librarian, Associate Counselor, Coach III, Athletic Trainer III
- Professor, Librarian, Counselor, Coach IV, Athletic Trainer IV

5.3 Standards for Full-time Appointment or Promotion to Respective Ranks

Listed below are the standards which must be met for full time appointment or promotion to the respective ranks within the bargaining unit (see Article 6.3 for coaches and athletic trainers). In each case, the degree must be from a college or university regionally accredited at the time of the award of the degree and when years of full-time service is required, such service shall be completed at the time the appointment or promotion takes effect.

5.3.1 Instructor, Staff Librarian, Staff Counselor

An earned master's degree appropriate to the field from an accredited college or university.

5.3.2 Assistant Professor, Assistant Librarian, Assistant Counselor

(A) For assistant professor and assistant librarian an earned doctorate or a terminal degree appropriate to the field from an accredited college or university, or

(B) At least three (3) years of full-time service in a college or university at a rank of Instructor or above, plus

1. A master's degree, plus
2. An additional full year of study above the master's level.

(C) For counseling faculty, an earned master's degree or higher from an accredited university and a professional license in the field shall be equivalent to a terminal degree.

5.3.3 Associate Professor, Associate Librarian, Associate Counselor

An earned doctorate or a terminal degree appropriate to the field from an accredited college or university plus at least five (5) years of full-time service in a college or university in a rank of Assistant Professor or above. For counseling faculty, an earned master's degree or higher from an accredited university and a professional license in the field shall be equivalent to a terminal degree.

5.3.4 Professor, Librarian, Counselor

An earned doctorate or a terminal degree appropriate to the field from an accredited college or university plus at least eight (8) years of full-time service in a college or university including at least five (5) years at a rank of Associate Professor or above. For counseling faculty, an earned master's degree or higher from an accredited university and a professional license in the field shall be equivalent to a terminal degree.

5.3.5 Comparable Standards

A candidate who does not meet the standards of Articles 5.3.1 - 5.3.4 may also be appointed or promoted to a rank listed above provided the candidate has credentials and/or experience substantially comparable to the listed standards. A recommendation for such appointment or promotion may be initiated by the individual, the DEC or a search committee, but shall not be considered further in

the absence of a positive recommendation from the departmental committee. The President or the Provost, as is appropriate, upon receipt of recommendations from departments, committees, and individuals in the appointment process, shall make the final university judgment.

5.3.6 A full-time member shall be considered for promotion pursuant to Article 4.11 provided the candidate meets the standards of appointment (Articles 5.3.1 through 5.3.4), to the new rank or has served at least ten (10) years in the current rank. Those who have served ten (10) years or more in rank must compete under the same criterion (Article 4.11.9) as all other candidates in the promotion process except for the degree requirements set forth in Articles 5.3.1 - 5.3.4. This provision does not in any way constitute an obligation to promote members who are eligible for consideration.

5.3.7 The President may, in rare instances, to avoid a tangible injustice, recommend a full-time member to the Board for promotion outside normal procedures. In such a case, the President shall provide a written explanation to the department concerned.

5.4 When a full-time member transfers to a new department, any new expectations concerning credentials to qualify for promotion shall be agreed upon between the member and administration in consultation with the receiving department, reduced to writing, and shall subsequently bind all evaluators in the promotion process. (See also 4.5, 5.19)

5.5 Educational Exchange Programs

Full-time members may participate in educational exchange programs for one (1) year or less, if they, their departments and the University agree to the exchange and the replacement persons possess credentials appropriate to their assigned duties. Conference and workshop funds (Article 9.5) may be used to support a member in such an exchange.

5.6 CSU Professor

The Board, upon the recommendation of a President and the BOR President, may award full-time members the title, CSU Professor, provided that the member: 1) has been recommended for the honor by the President who has received the advice of a committee elected from the membership by a procedure designed by the Senate and approved by the President; 2) has been recognized by peers in the field for professional excellence.

CSU Professors shall retain their title for the duration of their service to the system and shall receive additional compensation at a rate 1.10 times their regular salaries.

Not more than four (4) CSU Professorships shall be awarded in any given year, and there shall not be more than twelve (12) in Connecticut State University nor more than three (3) in any one university at any given time.

5.7 Emeritus Status

Emeritus designation shall be bestowed upon a retiring member of the full-time faculty or part-time faculty in Groups C & F in Article 12. 8 table upon recommendation of the department, appropriate Dean, Provost and approval by the President. Emeriti shall be afforded at least the following privileges: desk space if available, university email account, library privileges, catalog listing, a printed certificate, professional use of the title, invitations to university functions, course privileges (full-time emeriti only) available pursuant to Article 13.13, faculty parking privileges and inclusion on the mailing lists for all university publications.

5.8 Faculty Senate

A majority of the membership in the Senate shall be drawn from members. Part-time members shall have representation in the Senate. The Senate bylaws shall establish procedures for ensuring such representation. All such representatives in the Senate shall have voting rights. Part-time members who serve on the Senate shall have no expectation of compensation for such service.

5.9 Constitution and Bylaws

The Senate shall adopt a written constitution and bylaws upon ratification by a majority of its constituency. The Senate and all university-wide standing committees shall adopt written rules of order approved by the Senate or by another process consistent with the Senate's Constitution. The Constitution and bylaws, which become effective upon Presidential approval, shall be consistent with state and national laws, and the terms of this Agreement. The Constitution and bylaws must be consistent with each other.

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

5.11 The Senate shall adopt written Rules of Order specifying the policies, procedures and criteria governing nomination and election to university bodies under its jurisdiction or as assigned to its responsibilities by this Agreement.

5.12 Faculty Handbook

Each University, under the direction of its President, shall prepare, publish and distribute to full-time faculty, and make available to part-time faculty upon request, a faculty handbook consistent with provisions of this Agreement which shall contain at least:

(A) Procedures detailing the channels of communication and decision-making among individuals, departments, committees and governing bodies.

(B) A complete and up-to-date copy of the Senate bylaws and bylaws of other university bodies.

5.13 Selection of Administrators

The Board endorses the concept of participation of full-time instructional faculty in the process of selection of academic administrators. The role of the instructional faculty in selection of an administrator should be commensurate with the legitimate faculty interest in the position.

5.14 Departments

Each teaching member shall belong to one home department. Departments of a university shall be established by the University administration with the advice of the Senate according to criteria of commonality of interest and academic purpose, without any numerical limits on size. Divisions or other major groupings of departments with some common interest may also be formed.

5.14.1 Interdisciplinary academic programs may also be established by the University Administration with the advice of the Senate following consultation with appropriate faculty bodies. Members who teach in or direct such programs shall remain members of their home departments.

5.15 Except as specifically provided in other sections of this Agreement, the academic department is the structure through which the instructional faculty shall participate in academic and personnel matters.

5.16 A department shall make its decisions by majority vote of its full-time members, except where otherwise provided by this Agreement or in the department's bylaws. Part-time members shall also have representation in department matters, excluding personnel issues. The department bylaws shall establish procedures for providing such representation, including voting rights, if any.

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

5.17.1 For interdisciplinary programs, the members of the several departments involved, or those who regularly teach in the program, shall have responsibility for the content and development of the courses and curriculum of the program, unless specified otherwise in the establishment of the program. Curricular changes involving individual courses and departmental programs shall be initiated at the departmental level following procedures of review as established by the Senate and approved by the President; a similar process shall be followed for interdisciplinary courses and programs. Curricular changes involving core curricula shall be initiated in the appropriate university-wide curricular body and shall follow established procedures of that body. Program review recommended by a department, interdisciplinary program, University Curriculum Committee, Senate or any member of the University administration shall directly involve the affected department(s) or program(s) at the earliest practicable time.

5.17.2 Class size limits shall be determined on peer reviewed research and educational best practice principles by the appropriate academic Dean in consultation with the department or interdisciplinary program. Under normal circumstances the department shall have primary responsibility for individual teaching assignments within the department. In establishing the departmental assignments for members who teach in interdisciplinary programs, the department chairperson shall consult with appropriate members in the interdisciplinary program. The academic department or interdisciplinary program may establish and administer policies on grading and admissions to and academic standings in its programs, providing such policies are consistent with university-wide policies established by the Senate and approved by the President.

5.18 Programmatic Adjustment and Redeployment of Resources

The administration and CSU-AAUP concur that the universities with their diversity of intellectual and professional resources offer potential for creative problem-solving through the application of the combined capabilities of members of the university community.

Both parties to this Agreement recognize that the role and importance of a department/area of study to balanced academic offerings is not accurately and properly evaluated on the sole basis of number of students studying courses in the department/area. From year to year student interests will change in both short- and long-term cycles. Successful educational programs result from a balance between guidance provided to students in the form of general educational

requirements necessary to a broad educational experience on the one hand, and institutional efforts to meet current student interests and expectations on the other. The purpose of this Article is to facilitate the institutional processes necessary for study of the university structure/curriculum while student objectives and general educational programs change, during a period of steady-state staffing and budgetary constraint.

This article is not an extension of Article 17; rather its objective is to bring about the kind of prior study and change necessary to meet educational objectives without reaching the point of dislocation and hard feelings resulting from a declaration of financial exigency in the academic community.

When the President, or the Curriculum Committee in consultation with the President, suggests that a department or program merits in-depth study because of a continuing loss of student enrollment appearing to be representative of a long-term trend, the President in consultation with the Senate shall establish a University Commission to effectuate the purposes of this Article.

The President and the Senate shall direct the formation of a University Commission composed of two (2) full-time members elected by the Senate and familiar with curricular matters, two (2) persons appointed by the President, the Chairperson of the affected department and the appropriate academic Dean. One further member of the Commission shall be appointed by the Senate President based upon a judgment of which member of the University community would most contribute to the Commission's work.

The first meeting shall be convened within two (2) weeks at the call of the Senate President who shall preside until the Commission elects its Chairperson who may not be the Senate President, an officer of CSU-AAUP or an officer of the university AAUP Chapter.

The objective of the Commission shall be to study the designated area and such related areas as may be appropriate and make recommendations in writing to the President and other segments of the academic community as to what adjustments, redeployments of existing personnel, curricular changes and additional actions should be undertaken to better meet needs of the entire academic community. Such additional actions may include, with the affected member's consent, prorated appointment; retraining; reassignment to other departments or programs; reassignment to other universities; or other actions proposed by the Commission. When no such appointment, retraining, reassignment, or other action is possible because of the unavailability of programs or courses that the affected member is qualified for or because the member does not consent to such appointment, retraining, reassignment, or other action, the Commission may recommend involuntary separation of the member after having given the member an

opportunity for a hearing before the Commission. In any such hearing the member may be accompanied by a representative of her or his choosing and any alternative course of action suggested by the member shall be considered by the Commission and transmitted to the President in writing. The Commission shall complete its work within three (3) months of its first meeting and shall not exceed its authority as set forth above.

If the Commission fails to make a recommendation within three (3) months of its first meeting, the President may consider involuntary separation of the member. In such case the President shall (1) extend to the member an opportunity for a hearing with representation of her or his choosing and (2) consider any alternative course of action suggested by the member.

In any involuntary separation of a member under this article, the member shall receive as severance pay the value of her or his one year's salary and fringe benefits.

5.19 When departments are divided or merged by the University Administration, full-time members may be assigned to the new organizational units by the President or designee following consultation with all affected parties. In all other cases, a full-time member may be transferred from one academic department to another only upon agreement of the member and administration pursuant to Article 5.5. (See also 4.5, 5.4).

5.20 A department, interdisciplinary program, University-wide Curriculum Committee, the Senate or the President may initiate a recommendation for program discontinuance. If a recommendation for discontinuance originates from a source other than the Curriculum Committee or Senate, as appropriate, it shall be submitted in writing to the Curriculum Committee or Senate as appropriate. Once it has received or initiated a recommendation for program discontinuance, within sixty (60) days during the academic year, the Curriculum Committee or Senate as appropriate shall investigate the impact of such discontinuance and make its recommendations to all affected parties. Assessment of such program discontinuance proposals by all parties shall include consideration of bona fide educational needs. After reviewing the Curriculum Committee/ Senate's recommendations, the President shall take appropriate action, including appropriate recommendations to the Board of Regents. If program discontinuance would result in involuntary separation of a full-time member, said discontinuance shall not occur except pursuant to the provisions of Article 17.

5.21 Department Bylaws

Each department shall have written bylaws consistent with this Agreement and procedures established pursuant to this Agreement describing its structure and

procedures; such bylaws shall require approval by a majority of the full-time department members and the appropriate Dean. A copy of such bylaws shall be filed with the Senate, the respective Dean, the Chief Academic Officer, and the local AAUP Chapter. When the appropriate Dean finds departmental bylaws to be unworkable or inconsistent with this Agreement or with procedures established pursuant to this Agreement, the Dean may require appropriate changes. The Dean and members of the department shall strive to resolve any disagreements. Any unresolved dispute between a department and the Dean shall be referred for a final binding resolution to a committee of three (3) consisting of a designee (not in the affected department) of the AAUP Chapter President, a designee (not the Dean involved) of the President, and a designee agreeable to both Presidents.

5.21.1 When a dispute arises within a department regarding the application of departmental bylaws, not related to this Agreement, said dispute shall be referred for a final binding resolution to a committee of three (3) consisting of the Chief Human Resources Officer and two (2) full-time members (not in the affected department) appointed by the Senate President. Such settlements shall be consistent with this Agreement.

5.22 Each department shall keep minutes of all department meetings and its standing committees. With the exception of committees dealing with personnel matters, such as DECs and search committees, such minutes shall be available to all full- and part-time department members, the respective Dean and the Chief Academic Officer.

Each department shall issue agendas before all department meetings. All full- and part-time members shall have access to the agendas within a reasonable time before meetings. The provisions in this paragraph shall not be subject to the grievance procedures in Article 15. However, the Provost and the CSU-AAUP president at each of the universities shall cooperate in encouraging compliance by all departments at their respective universities.

5.23 Department Chairperson

The department Chairperson is responsible for leading the department in fulfilling its responsibilities in academic and personnel areas and of facilitating the functioning of the department. This responsibility includes supervision of appropriately assigned department employees. The department Chairperson is the normal channel of communications between the department and other departments, division/areas or like groupings, offices and the administration.

5.23.1 Interdisciplinary Program Director

Interdisciplinary programs of sufficient size or complexity may require program directors.

5.24 Department Chairpersons, Academic Division Directors, Area Directors and Interdisciplinary Program Directors shall be selected in accordance with university procedures. These members shall serve until completion of their terms as specified by university policy.

If any of these members is evaluated pursuant to Article 4.13 and the President determines, based on the evaluation, that the best interest of the University is not served by the member remaining in office, the President may require that the member resign from office.

Upon such resignation, university procedures for the selection of Chairpersons, Academic Division Directors, Area Directors and Interdisciplinary Program Directors shall be used to determine a replacement. Such procedures shall be expedited with final selection taking place within thirty (30) days from the date of the vacancy. During the interim the President may appoint a member in an acting capacity to fill the vacancy.

5.25 In specific articles of this Agreement where the action of the President is predicated upon receipt of a recommendation from a faculty body and where a time interval for such recommendation is prescribed by this Agreement or developed between a Senate and the President pursuant to this Agreement, the President may act seven (7) days after the time limit established in this Agreement or pursuant to this Agreement has elapsed without receipt of such faculty recommendation. If, in this Agreement, action by the President is predicated upon establishment of a policy mutually agreed on by the President and a university body, the President shall be bound by the most recent prior university policy until agreement is reached. Actions by the President in such instances shall be reasonable and consistent with the terms of this Agreement.

ARTICLE 6
ATHLETIC COACHES AND NON-INSTRUCTIONAL ATHLETIC TRAINERS

6.1 The duties and responsibilities of coaches and athletic trainers as defined in Article 1.6.7 shall be governed by this article. Such members shall hereinafter be referred to as coaches or athletic trainers.

6.1.1 The parties understand that part-time assignments, pursuant to Article 1.6.8, require varying amounts of hours per week depending on the requirements of the sporting season and in some situations the parties may execute a side letter pursuant to Article 10.4 reflecting a specialized assignment. Such letters will be affixed to and become part of this contract.

6.2 Coaches who held regular appointments on January 1, 1995, shall continue to hold such appointments. Such members shall be listed in the University catalog by faculty rank or, at the member's option, by job description title (e.g. Head Coach, Assistant Coach, Athletic Trainer).

6.2.1 Coaches hired with an effective date of January 1, 1994, or thereafter, shall be appointed to defined term appointments (see Article 4.8.4). Such appointments may be renewed for a period of not less than one (1) and not more than five (5) work years. The ending date of a coach's appointment shall not be earlier than four (4) weeks after the conclusion of the applicable evaluation procedures in Table 2. Following the effective date of this Agreement, the appointment of any full-time coach may be extended once for less than one year, solely for the purpose of bringing it into compliance with the preceding requirement. When a head coach leaves for any reason, the employment of the assistant coaches in the respective sport may be terminated prior to the expiration of their contracts, provided that they are paid the value (salary *plus* accrued vacation leave, if any, up to the maximum allowable, *plus* health care benefits (COBRA *minus* employee share up to a maximum of six (6) months' coverage)) of the remainder of their contracts. The above termination provision shall only apply to contracts commencing on or after August 29, 1997. When appointments are renewed for an additional term, service shall be deemed continuous. Appointments may be for either ten (10) month or twelve (12) month work years. Twelve-month appointments shall be governed by the provisions of Article 10.6.1.1. Coaches and athletic trainers who work on a paid holiday shall receive a compensatory paid day off to be taken within ninety (90) calendar days.

6.2.1.1 Early Termination of Head Coach Contract
The University and a head coach may, at the time of granting a multi-year appointment, agree to a liquidated damages provision for termination of the coach's appointment prior to the expiration of the appointment. Said liquidated

damages shall be a minimum of one (1) year's pay or 40 percent (40%) of the pay for the remainder of the term of the appointment *plus* one year's health care benefits (COBRA *minus* employee share), whichever is greater, or in the case of a head coach with less than one (1) year remaining on the term of appointment, said coach may, at the University's discretion, be paid the balance of salary and health care benefits (COBRA *minus* employee share) due for the term of the appointment. Head coaches eligible for vacation leave shall be paid for accrued vacation leave at the time of separation, up to the maximum allowable.

This provision shall be included in the appointment letter of head coaches. The AAUP shall receive a copy of said appointment letters. Nothing precludes the head coach and the University from agreeing to a termination provision that exceeds the minimum terms noted above. In such case(s), the appointment letter shall reflect the agreed upon terms.

6.2.2 Annual salary adjustments for coaches shall be calculated by the same procedures used for other members of the bargaining unit. Coaches reappointed after a break in service of six (6) months or more will be considered new appointees for purposes of salary and rank determination.

Coaches whose contracts are renewed may be considered new appointees for purposes of salary and rank determination provided there is no reduction in salary or rank.

6.3 Standards for Full-time Appointment or Promotion to Respective Ranks

Full-time Coaches and full-time athletic trainers hired on January 1, 1994, or thereafter shall be appointed to one of the following ranks: Coach A; Coach or Athletic Trainer I, II, III, and IV. Salary ranges shall be those for Coach A, Instructor, Assistant Professor, Associate Professor, and Professor respectively. Assignment to rank shall be determined by number of years of service as a coach or athletic trainer. Minimum standards of appointment or promotion to each rank shall be:

Coach and Athletic Trainer:

A – For coaches, earned bachelor's degree and less than two (2) years of appropriate professional level experience.

I – Earned master's degree for athletic trainer, master's degree preferred for coaches, and two (2) years of appropriate professional level experience.

II – Earned master's degree for athletic trainer, master's degree preferred for coaches, and three (3) years of appropriate professional level experience.

III – Earned master's degree for athletic trainer, master's degree preferred for coaches, and five (5) years of appropriate professional level experience.

IV – Earned master's degree for athletic trainer, master's degree preferred for coaches, and eight (8) years of appropriate professional level experience.

A candidate who does not meet the above standards may also be appointed or promoted to a rank listed above, provided the candidate has credentials and/or experience substantially comparable to the listed standards.

6.4 Job descriptions for coaches and athletic trainers shall be completed by the University after consultation with CSU-AAUP.

6.5 Coaches and non-instructional athletic trainers will be organized into athletic departments and shall report to the Director of Athletics.

6.6 The parties to this agreement recognize and endorse the participation of coaches and athletic trainers in the governance of the academic community.

6.7 There shall be an Athletic Department Evaluation Committee consistent with Article 4 unless specified otherwise in Article 6, for the purpose of participating in the promotion, renewal and, for tenured coaches and athletic trainers only, professional assessment procedures. Only tenured members or those having completed three (3) years or more of continuous service and who have had their defined term appointment renewed at least once at the University as full-time members shall be eligible to serve on the DEC. Head coaches who are not members of the DEC may submit a separate evaluation of assistant coaches, in their respective sports, to the DEC for its consideration. In no case shall persons under consideration for promotion serve on the DEC during any deliberations on promotions. Evaluations shall be forwarded to the Athletic Director who, acting in lieu of a Dean, shall add an independent evaluation and recommendation. In addition, the Athletic Director may require special assessments pursuant to Article 4.13.

6.7.1 Evaluation of Members on Defined Term Appointment

Athletic coaches on defined term appointments shall receive written evaluations in accordance with the schedule in Table 2. For those members who coach more than one sport, the evaluation shall follow the schedule in Table 2 for the season that concludes last during the year. These evaluations shall be conducted prior to the required notice of renewal/non-renewal. Renewal decisions shall be made following the conclusion of these evaluations. However, coaches and athletic

trainers who apply for promotion shall follow the schedule in Table 1 (Article 4.11) and the Athletic Director's recommendations shall be forwarded to the Promotion and Tenure Committee, with a copy to the affected members. Those coaches who are evaluated for promotion shall also be evaluated for renewal at the same time, if the renewal evaluation is due in the same year, unless the member requests a separate renewal evaluation in accordance with Table 2. Such request by the member shall be made no later than October 20 of the renewal year. If the evaluations for promotion and renewal occur at the same time, two distinct evaluations and recommendations shall be composed by the DEC and also by the Athletic Director.

Non-instructional athletic trainers shall follow the schedule for 1st year renewals in Table 1 -(Article 4.11). No coach or athletic trainer who is being evaluated may participate in his or her evaluation.

Members on defined term appointment who meet the standards for promotion (see Article 6.3) shall be notified pursuant to Article 4.11.3 and may request to be evaluated for promotion.

Coaches and athletic trainers shall be evaluated relative to the criterion and categories in Articles 6.8 and 6.9 respectively; if such members have teaching responsibilities (see Article 6.11), the DEC shall obtain and use the data from student opinion surveys and other information pertinent to this teaching load credit activity.

Evaluations shall be provided to the member for signature indicating receipt of the evaluation and sent to the Athletic Director acting in lieu of a Dean and then to the Promotion and Tenure Committee in cases of promotion, or to the Athletic Director acting in lieu of a Dean and then directly to the President or supervising Vice President as appropriate in cases of renewal.

TABLE 2
EVALUATION PROCESS DUE DATES FOR ATHLETIC COACHES

Due Date*	Due Date**	Action
September 15	March 1	DEC notifies members who must be evaluated.
September 20	March 15	DEC informs the member in writing of the evaluation process and the purpose of the evaluation, the opportunity to submit material to the DEC, and the opportunity to appear personally before the DEC prior to the DEC's recommendation
October 20	March 30	Coach submits relevant materials to the DEC.
November 15	April 15	DEC submits evaluations and appropriate recommendations to the Athletic Director with a copy to the affected member.
December 6	May 1	Athletic Director submits recommendations to the President or Supervising Vice President as appropriate with a copy to the member and DEC.
December 20	May 30	President or Supervising Vice President as appropriate takes required action and informs the member.

The first submission of materials for new coaches will occur after the first season.

*For regular seasons concluding by March 31st or by June 30th
**For regular seasons concluding by December 31st

6.7.2 For coaches and athletic trainers on regular appointment, the schedule of evaluation and recommendation shall conform to the schedule established under Table 1 in Article 4.

6.8 Evaluation Criterion and Categories for Coaches

The criterion for evaluation shall be the quality of service in the following categories:

6.8.1 Administration and conduct of the assigned sport (e.g., adherence to institutional policies and applicable external rules governing the sport, fund raising, budget management, general program organization and administration).

6.8.2 Relationship with student athletes (e.g., recruitment of qualified student athletes, maintenance of acceptable graduation rates as established by the institution and team management).

6.8.3 Record of student athletes in competitive performance (e.g., program development, record of successful competitions).

6.8.4 Productive service to the department and University.

6.8.5 Years in rank.

6.8.6 Record of any disciplinary action in the member's personnel file at the time of the evaluation.

6.9 Evaluation Criterion and Categories for Non-Instructional Athletic Trainers

The criterion for evaluating non-instructional athletic trainers shall be the quality of performance, within each of the categories listed below. All individuals and bodies evaluating non-instructional athletic trainers shall weight these categories in the order listed. Any special conditions in the member's letter of appointment or subsequent extensions or modification of such appointment as provided in Article 4.7 shall be considered in the evaluation process.

6.9.1 Management of the health care of student athletes, including: risk management and injury prevention; recognition and evaluation of injuries/illnesses; injury treatment and disposition; rehabilitation; organization and administration of services; coordination of services with other sport medicine professionals; and education and counseling student athletes.

6.9.2 Demonstrated level of care and professionalism when interacting with student athletes.

6.9.3 Record of continued educational growth and service to the profession.

6.9.4 Productive service to the department and the University.

6.9.5 Years in rank.

6.9.6 Record of any disciplinary action in the member's personnel file at the time of the evaluation.

6.10 Assistant coaches who are appointed head coaches shall be considered new appointees for purposes of rank and salary.

6.11 Full-time members of the Athletic Department may teach up to six (6) load credits per semester upon the consent of the member, the Athletic Director, and the appropriate academic department.

ARTICLE 7
COUNSELING FACULTY

7.1 Load credit activities of counseling faculty shall include counseling in all areas pertaining to student mental health and psychosocial wellbeing: consultation and clinical supervision; case management and referrals; maintenance of clients records; completion of other supporting paperwork; provision of supervision; reviewing of supervisee documentation and counseling work; and maintenance of supervisory records.

Each University shall make every reasonable effort to comply with the recommendations of the International Accreditation of Counseling Services (IACS) with respect to the percentage of time spent on scheduled direct services, which includes counseling with students as well as consultations with parents, therapists, professors, and supervision.

7.2 Where applicable, present counseling faculty shall continue to hold their instructional faculty rank and also tenured appointment, if previously held.

7.2.1 Counseling faculty shall be known and identified as Staff Counselor, Assistant Counselor, Associate Counselor and Counselor.

7.2.2 The standards of rank for Staff Counselor, Assistant Counselor, Associate Counselor and Counselor shall be exactly those for Instructor, Assistant Professor, Associate Professor, and Professor respectively.

7.3 Both parties to this Agreement recognize and endorse the participation of counseling faculty in the governance of the academic community.

7.3.1 Evaluation Criterion and Categories for Counseling Faculty

The criterion for evaluating and recommending full-time counseling faculty shall be the quality of activity, including keeping current in one's field, within each of the categories listed below (Articles 7.3.1.1 – 7.3.1.6). All individuals and bodies evaluating counseling faculty shall weight these categories in the order listed. Any special conditions in the member's letter of appointment or subsequent extensions or modification of such appointment as provided in Article 4.7 shall be considered in the evaluation process for renewal, promotion or tenure.

7.3.1.1 Load Credit Activity –See Article 7.1.

7.3.1.2 Professional activity, such as attendance and participation in conferences and workshops, membership and service in appropriate professional organizations and other professional activities.

7.3.1.3 Productive service to the department and university.

7.3.1.4 Creative activity appropriate to one's field, such as delivering papers at conferences, research, study and publication.

7.3.1.5 Years in rank.

7.3.1.6 Record of any disciplinary action in the member's personnel file at the time of the evaluation.

7.3.2 The full-time counseling faculty shall have a Department Evaluation Committee (DEC)—conforming to Senate requirements for participating in promotion, tenure, renewal and professional assessment procedures. Only tenured members of the department may serve, except in hardship cases (See 4.11.1). In hardship cases, the DEC may include counseling faculty or faculty from related disciplines from other Connecticut State Universities. The appropriate director shall take the place of the academic dean (see Table 1 and 4.11.12).

7.4. Those counseling faculty not joining a department will be eligible for tenure and promotion through the counseling faculty ranks.

7.4.1 Promotion and tenure shall be recommended by the University-wide Promotion and Tenure Committee.

7.5 A full-time counseling faculty member may teach a course if the course is scheduled outside of the operating hours of the Counseling Center, or during a summer or winter session, or both.

7.6 Counseling faculty will work an average of thirty-five (35) hours per week over a continuous 198 work day work year (inclusive of paid holidays listed in Article 10.1.1). As the needs of University programs dictate, the Director or appropriate Dean may require a member of the counseling faculty to commence the work year no sooner than August 15 and no counseling faculty member's work year shall end later than May 31. Other schedules, including discontinuous schedules, may be arranged by agreement between the member of the counseling faculty and the Director or appropriate Dean. Work outside the work year shall be compensated pursuant to Article 11 (also see Article 10.6.1.1).

7.7 To ensure confidentiality in student counseling, counseling faculty will be provided with private offices, in which every effort will be made to make them as sound proof as possible. Where possible, waiting areas will be provided in the Counseling Center. Administrative support assistance will be provided.

7.8 Counseling faculty shall follow the holiday schedule established pursuant to Article 10.1.1 for those holidays which fall within the counseling faculty's scheduled work year.

ARTICLE 8
LIBRARY FACULTY

8.1 In recognition of the professional status of library faculty and to capitalize on current State University personnel, the Library Director will meet on a regularly scheduled basis with the library faculty in order to discuss goals, policies and service objectives of the library in the academic community.

8.2 For purposes of university governance the full-time library faculty shall elect a spokesperson who shall have three (3) basic functions: (1) to represent the library faculty to the Library Director if requested by the member; (2) to discuss ways and means by which the goals, policies and service objectives (including personnel recommendations) of the library can be fulfilled with given library resources; and (3) to facilitate participation of library faculty in the academic community. Both parties to this Agreement recognize and endorse the participation of library faculty in the governance of the academic community.

8.2.1 The full-time library faculty shall have a library faculty evaluation committee conforming to Senate requirements for evaluatory committees for the purpose of participating in the promotion, tenure, renewal, and professional assessment procedures. Evaluations shall be forwarded to the Library Director who may add an independent evaluation. In addition, the Library Director acting in lieu of a Dean may require special assessments pursuant to Article 4.13.

8.2.2 Full-time library faculty shall elect search committees which shall be responsible for making library faculty appointment recommendations to the Director.

8.3 Load credit activities of the library faculty shall include such activities as developing and maintaining the library collection of the university, providing bibliographic services (access to recorded information) to the university community, providing bibliographic instruction to students, and advising faculty, scholars, and the community in the use of these collections. Librarians shall be assigned general responsibilities which are appropriate to their education and experience. Such responsibilities shall be recommended by the full-time library faculty.

8.3.1 Evaluation Criterion and Categories for Librarians
The criterion for evaluating and recommending full-time librarians shall be the quality of activity, including keeping current in one's field, within each of the categories listed below (Articles 8.3.1.1 – 8.3.1.6). All individuals and bodies evaluating librarians shall weight these categories in the order listed. Any special conditions in the member's letter of appointment or subsequent extensions or

modification of such appointment as provided in Article 4.7 shall be considered in the evaluation process for renewal, promotion or tenure.

8.3.1.1 Load credit activity – Professional effectiveness in providing library services.

8.3.1.2 Professional activity, such as attendance and participation in conferences and workshops, membership and service in appropriate professional organizations and other professional activities.

8.3.1.3 Productive service to the department and university.

8.3.1.4 Creative activity appropriate to one's field, such as delivering papers at conferences, research, study and publication.

8.3.1.5 Years in rank.

8.3.1.6, Record of any disciplinary action in the member's personnel file at the time of the evaluation.

8.4 Full-time library faculty in performance of their various professional responsibilities shall be scheduled for no more than an average of thirty-five (35) hours per week, some of which may be performed elsewhere than in the library building. With the approval of the Library Director, flex time may be arranged to accommodate needs that include, but are not limited to, child care, elder care, family or personal medical condition or treatment, transportation, or participation in educational programs. Such requests shall not be arbitrarily or unreasonably denied.

8.5 The library faculty's schedule shall be based on academic program need. The full-time library faculty shall recommend such schedules to the Library Director. After considering such recommendations, the Library Director shall determine the schedule.

8.6 The recommendations of the American Library Association concerning the recommended number of support staff per librarian shall be the goal of the Connecticut State Universities.

8.7 The work year for full-time librarians shall be twelve (12) months. All full-time librarians shall be 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. Librarians may take vacation time following the completion of six (6) months of continuous employment in state service.

8.8 A full-time library faculty member may teach up to one (1) course per semester with the approval of the Library Director. Such approval shall not be unreasonably withheld. Library faculty members shall be compensated on a reassigned time basis according to the following formula: three (3) hours reassigned time per load credit for the duration of the semester.

8.9 The standards for rank for Staff Librarian, Assistant Librarian, Associate Librarian, and Librarian shall be exactly those for Instructor, Assistant Professor, Associate Professor, and Professor, respectively. Promotion shall be recommended by the University-wide Promotion and Tenure Committee.

8.10 There shall be a pool of work days equal to 1.25 times the number of full-time librarians, prorated at each library based on the number of full-time librarians. This pool of work days shall be available each semester for professional development of full-time library faculty. Full-time librarians may submit written proposals for use of these work days to their Library Faculty Evaluation Committee which shall evaluate such proposals and make priority recommendations for grants of time to the Library Director. The Library Director shall accept or reject such proposals on the basis of the potential for professional development of the members to the benefit of the members and CSU. Among proposals which meet these standards, preference shall be given to those proposals from librarians who have not previously received a professional development grant within the past two (2) years. Grants of approximately five (5) days shall be the norm. The professional development pool shall be allocated to the extent of its availability.

It is anticipated that procedures for administering this provision will be cooperatively established by the full-time librarians and the Library Director(s).

8.11 Librarians shall follow the holiday schedule established pursuant to Article 10.1.1 for those holidays which fall within a librarian's scheduled work year. If a full-time librarian is scheduled to work on a paid holiday, the member shall receive a compensatory paid day off to be taken within ninety (90) calendar days.

8.12 When any condition forces the closing or interruption of normal university operations, the President or designee shall inform the library faculty of such condition as soon as possible. Employee health and safety shall be a consideration in the President's decision to curtail or to delay university operations.

When the President officially closes the university or classes are canceled, library faculty members shall not be required to work. If the President issues a delayed opening of the university, library faculty shall report to work at the designated time. However, when a library faculty member reasonably believes that, because of hazardous driving conditions, it is impossible to come to work, the absence

shall be charged to personal or vacation time and every reasonable effort shall be made to contact the Director.

ARTICLE 9
WORKING CONDITIONS

9.1 For purposes of this agreement, working conditions are categorized into those pertaining to professional matters and those involving the health, safety, and security of members.

9.1.1 Professional working conditions are those that directly affect a member's ability to perform duties adequately. To optimize the time members devote to their assigned duties and responsibilities, professional working conditions must be maintained and improved to a level of high quality. The ideal standards include: an office for each member equipped with a telephone and those furniture items pertinent to the member's assigned responsibilities, e.g., soundproofing for counseling faculty offices, instructional equipment, materials and aids, and adequate support services.

Upon request, the University shall provide part-time members with individual internal and external voicemail access through the email delivery system with adequate safeguards and security.

9.1.2 Universities are locations of congregation and close proximity of people. In order to safeguard the health, safety and security of all personnel, students, and the public, and in order to avoid liability, the parties shall make every effort to attain and maintain the standards prescribed and recommended by CDC, OSHA, NFPA, and local, state, and federal ordinances and guidelines.

9.1.3 Cases involving extreme environmental conditions (OSHA standard which endanger the health of the member shall be promptly brought to the attention of the appropriate Dean who shall determine appropriate action after consultation with the department Chairperson, if available. When buildings lose electrical power, members shall not be required to remain in the work area.

9.2 Space Security

In order to provide adequate security and protection of personnel, property and equipment, all areas will be provided with adequate locks and patrolled by campus security personnel. Members shall be provided keys to work areas and to the buildings containing those work areas, in accordance with local campus policy as proposed by the Senate and approved by the President.

Part-time members shall be provided with secure storage for course materials that require confidentiality.[10]

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[10] The implementation of this provision shall be the subject of letters of agreement negotiated at each of the four universities, following the same procedures as specified in Article 10.4 of this Agreement.

9.3 Parking Spaces

All members shall have free parking on campus. The President shall establish regulations for traffic and parking as necessary. Parking permits from any of the universities shall be honored on the same basis as for local members at each other university.

9.4 Support Services

9.4.1 Department secretaries will be available in their department office throughout the calendar year except during registration period or where working conditions within the building dictate they be moved. At a department's option, the secretary's responsibility at registration may be filled by a department member. Prior to any decision to reassign a department secretary, the appropriate Dean shall consult with the Chairperson of the department. Secretarial and clerical staff will increase in accord with departmental needs dependent upon funding.

9.4.2 As funding permits, paraprofessionals, work-study students and/or paid student assistants will be provided for department and campus services where such assistance will facilitate university programs.

9.4.3 Adequate printing and copying services for all full- and part-time faculty shall be free of charge and reasonably accessible. Members shall have access to duplication, test scoring, and other necessary services as needed[10]**.** Supplies related to instruction shall be reasonably accessible to full- and part-time members. Supplies shall be reasonably accessible to members who teach in the evening and on weekends.

9.4.4 The present campus schedules for interdepartmental and mail services shall be maintained. The University shall provide an accessible mailbox or folder for receipt of each member's mail.

9.4.5 For payroll and record purposes each department Chairperson will submit a statement only of days absent from assigned duties for each full-time member of a department, indicating whether they are sick leave days, personal leave days, etc. Except for unusual and extenuating circumstances, members shall inform their Chairperson of impending absence.

9.4.6 The libraries will provide interlibrary loan and electronic database services

to members. Every effort will be made to improve the conditions of the CSU libraries in order that appropriate instructional standards may be achieved. The Association of College and Research Libraries formulae shall be employed to compute the appropriate CSU budget for library acquisitions each year.

9.4.7 Equipment and Supply Budgets

Each University will allocate funds from its annual budget to departments for the purchase of equipment and supplies. The allotments will be made by the local University administration after consultation with the departments involved. Barring a demonstrable financial crisis such allocations shall not be arbitrarily withdrawn, reduced, postponed, or cancelled once made.

9.4.8 Professional Organizations

Full-time members with specific duties in a national, regional or state professional organization will receive funding and secretarial support for activities which bring credit to the Connecticut State University within the limits of budgetary constraints. Arrangements for such support shall be made by the member in consultation with the department Chairperson and the appropriate Dean. This clause shall not be construed to include labor organizational activities involved with collective bargaining and related matters.

9.4.9 Computer Equipment

Members shall have access to University computer equipment subject to the Intellectual Property and the Use of Information Technology (see Appendix E).

9.5 Conference and Workshop Funds

9.5.1 From the amount appropriated for the purposes enumerated in Article 12.10.1, funds may be allotted for members for attendance at professional seminars, workshops, conferences or educational exchanges. The President or designee shall consult with the cabinet and the Senate President in assigning the travel funds. Each full-time member shall normally not be allowed more than $1,500 reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at such events, provided such travel is approved in advance; for part-time members this amount shall be no more than $750. Reimbursement for travel, food and lodging shall be consistent with Articles 9.7 and 9.8 of this Agreement.

9.5.2 Requests for funds to attend professional seminars, workshops, conferences, or educational exchanges must be submitted to the appropriate Dean for approval at least five (5) weeks in advance. Upon approval, the President or designee shall

process the request at least two (2) weeks in advance of the attendance. The administration shall give due consideration to requests which cannot be submitted in accordance with specified time limits.

9.5.3 Not more than thirty (30) days following the activity, the member shall submit a claim for reimbursement on the appropriate form, documentation following as soon as possible thereafter. The business office shall process the claim no more than forty-five (45) days following the receipt of the claim and/or required documentation. If no claim has been submitted to the business office within the thirty (30) day deadline, funds committed for the particular activity may be made available to others.

9.5.4 If a member fails to attend a seminar, workshop, conference or like activity for which funding has been previously approved, the member shall inform the University's business office, which shall promptly inform the appropriate personnel.

9.5.5 Unreasonable denial of a member's requests to attend workshop/conferences may be appealed to the President or designee.

9.6 Faculty Development

From the amount appropriated for purposes enumerated in Article 12.10.1, funds shall be allotted for faculty development. The parties agree that faculty development shall be construed broadly to mean activities by and for all full- and part-time members that enhance their ability to be productive and innovative professionals. There shall be an appropriate committee at each university to advise the Chief Academic Officer concerning the distribution of these funds.

9.7 Use of Private Vehicle

If a member uses a private vehicle for travel on university business, or for professional travel within the restrictions described in Article 9.13 the state will reimburse the member for such use at the standard GSA rate. Constructive cost of use of a privately owned vehicle shall not exceed cost of conveyance by most appropriate common carrier, except as approved by the president. If a member uses a vehicle provided by the University for travel on university business, the member shall be reimbursed for actual out-of-pocket expenses incurred or the GSA rate, whichever is lower.

9.7.1 Use of State Vehicle

Access to and use of state vehicles shall be in accordance with Department of Administrative Services regulations in place at the time of the request.

9.8 Food, Lodging and Incidental Expenses

A member who is required to travel on University business or for funded professional purposes shall be reimbursed up to the following maximum per diem rates for food, lodging, and incidental expenses as actually incurred:

In the continental United States --

If lodging is not involved, at the current GSA rate.

If lodging is involved, at the maximum per diem rate as published in the most recent Federal Travel Regulations inclusive of rates for High Rate Geographic Areas, as amended from time to time and published in the Federal Register.

Outside the continental United States - Per diem rates shall be as prescribed in the Federal Travel Regulations Section 1-7.2.

The daily rate shall not be prorated for fractions of a day; however, expenses incurred and claimed for a fraction of a day shall be reviewed and allowed only to the extent determined to be reasonable by the University concerned under the general direction of the Board. All expenses shall be reported on forms and justified in a manner required by the University.

9.9 Out-of-state Travel

A member who is required to travel out-of-state on University business or for funded professional purposes shall be provided with a cash advance to cover necessary expenses at the rates provided in Article 9.8, if in excess of $100. At the conclusion of the trip, the member shall submit the proper vouchers or receipts to justify the advance. If the advance taken was less than justified, the member shall be reimbursed for out of pocket expenses within thirty (30) days of filing the required expense report. If the advance taken was more than justified, the member shall reimburse the agency promptly upon return (See Article 12.9).

9.10 University Research Grants

During the life of this Agreement there shall be available to full-time members a pool of money to fund research grants in the amounts set forth in Article 12.10.1. These monies shall be available at each university in an aggregate amount proportional to the number of full-time members at that University.

There shall be a Connecticut State University Grants Committee of thirteen (13) individuals: four (4) appointed by the President of CSU-AAUP (one (1) from each

university), four (4) appointed by the BOR President (one (1) from each university), and one (1) from the University System Office who shall serve in a non-voting capacity. The remaining four (4) committee members shall be appointed as follows: two (2) by the President of CSU-AAUP and two (2) by the BOR President in consultation with each other in an effort to achieve disciplinary balance on the Committee. No member of the Committee shall apply for a grant under this article. No person who is not an employee of CSU shall be eligible to receive or retain a grant under this article.

The Committee shall establish criteria and priorities for selection each year and shall solicit and review grant proposals, which must be received by the Committee not later than February 1st of each year. The Committee shall recommend meritorious proposals to the BOR President by April 15 of each year. The BOR President shall forward recommendations to the Board of Regents, which shall announce the approved grants by May 10 of each year. Approval of grant proposals shall be based solely on the merit of the proposal and availability of funds.

Grant applicants, using the form provided by the Committee, shall describe the nature of the proposed research and include a budget of up to $5,000 with no more than $2,500 as a stipend and the remainder for support services, supplies and/or equipment. The stipend shall be outright and the grant shall be unrestricted. Any equipment purchased under said grant shall become the property of the University. The member may determine whether the purchase of support services, supplies, and/or equipment shall be made directly or administered through university procedures.

Within three (3) months of the termination date of a grant, the principal investigator(s) shall submit to the Committee and the Chief Academic Officer at the appropriate University a report describing the results of the research and shall include a detailed accounting of the funds granted. Any funds unaccounted for shall be returned to the University.

9.11 Curriculum-Related Activities

From the amount appropriated for the purposes enumerated in Article 12.10.1, funds shall be distributed among the universities on a prorated basis for curriculum-related activities performed by full-time members during the summer or intersession. Such funds shall be expended at the discretion of the President or designee following an advisory system established by the Academic Vice President.

9.12 Retraining Funds

From the amount appropriated for the purposes enumerated in Article 12.10.1, funds may be allotted for purposes of retraining of members. Such funds shall be used to defray tuition, book, travel, and related expenses incurred by a member in pursuing a retraining program approved by the President and CSU-AAUP. Retraining of a member who wishes to learn a new discipline, either within or outside of the disciplines encompassed by the member's department, may be funded in accordance with procedures established above.

9.13 Dispensation of Funds

Within the funds appropriated for the purposes identified in Articles 9.5, 9.6, 9.7, 9.8, 9.10, 9.11 and 9.12, the Board shall have full and final authority to allocate funds to each university and to authorize the expenditure of such funds under the authority of the President. Consistent with that authority, members shall have the right to make their own travel and lodging arrangements and to purchase their own tickets without seeking approval of any outside agency.

ARTICLE 10
WORKLOAD

10.1 Work Year for Teaching Members

The work year for all full-time members of the bargaining unit, excluding librarians, counseling faculty, coaches and non-instructional athletic trainers and members with extended assignments pursuant to Article 10.6.1.1, shall be that period which begins on the fourth (4th) Monday in August and terminates on the last day in May.

For all teaching members of the bargaining unit, the academic year shall be two (2) semesters. Each semester shall be for a maximum of seventeen (17) weeks. Each semester shall include seventy-five (75) scheduled days of instruction and evaluation and up to ten (10) additional days for registration, academic counseling, convocations, exclusive of Saturdays and Sundays.

Weekend classes may be scheduled with the agreement of the member and the Department Chairperson as approved by the appropriate Dean. The semester shall not include scheduled recesses. The spring semester shall also include commencement exercises no later than fifteen (15) days after the end of the final examination period.

10.1.1 Holidays

No classes or other professional responsibilities shall be scheduled for teaching members on:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday*	Day before Thanksgiving
Washington's Birthday	Thanksgiving Day
Day of Reflection	Day after Thanksgiving
Memorial Day	Christmas Day

*Lincoln's Birthday shall be observed on the Friday prior to Washington's Birthday.

Because classes are scheduled on Columbus and Veterans Days, the day before and after Thanksgiving shall be observed in lieu of them.

The common academic calendars are incorporated by reference (see Article 10.1.2).

10.1.2 Academic Year Calendars

Calendars for each Academic Year shall be accessible on each University's Human Resources website.

10.2 Instructional Load Credits

The instructional load for full-time teaching members shall be twelve (12) load credits per semester in Connecticut State University. Except where otherwise provided in this Agreement one (1) hour of classroom activity (including lecture and laboratory) equals one (1) load credit. Existing courses with more than one (1) load credit per class hour will remain unchanged. The department and appropriate university curriculum committee may establish higher load credits for courses.

10.2.1 Student Teacher Supervision Credit

Student teacher supervision shall be credited at the rate of one (1) load credit for each two (2) students supervised (Credit for teaching methods courses used concomitantly with student teacher supervision shall be granted pursuant to Article 10.2 and not by this formula). Such supervision shall at least include:

10.2.1.1 A supervised placement of not less than eight (8) nor more than sixteen (16) weeks;

10.2.1.2 Separate school visitations, responsive to student needs, to observe and confer with each student teacher and cooperating teacher for each placement; and

10.2.1.3 The offering of such activities as seminars, pre-student teaching activities, post-student teaching activities, and/or other related activities agreed to in advance by the appropriate department and appropriate academic Dean.

10.2.1.4 Travel schedules developed for student teacher supervisors shall not impose unreasonable travel requirements on members.

10.2.2 Team-taught Courses

Aggregate load credit for team-taught courses shall be at least the amount called for by the appropriate article above and at most twice that amount, as determined by the department(s) involved in consultation with and upon approval by the appropriate academic Dean. The load credits shall be distributed equitably among the members involved.

10.3 Class Size

The provisions of this section shall not be construed as permitting an increase in traditional class size norms (see Article 5.17.2). Class size will be determined by enrollments at the end of the third (3rd) week of each semester. The purpose of additional credit for instruction of large classes is to insure increased instructor time to meet student needs. Load credit in excess of normal load credits for a three (3) credit-hour course shall be allowed for classes which fall within the following range:

Class Size	Load Credits
41 - 60	Normal Load Credit x (N+ 20) x 1/60
61 - 90	Normal Load Credit x (N+ 60) x 1/90
91 - 200	Normal Load Credit x (N+460) x 1/330

Where N = the number of students enrolled at the end of the third week of classes.

Classes in excess of 200 shall continue to be covered by side letters as appropriate.

Adjustments in load credit for full-time members will be made in accordance with Article 10.5. For part-time members, compensation shall be appropriately adjusted pursuant to Article 12.8.

No class shall have an enrollment in excess of 200 unless appropriate arrangements for support, scheduling and load credit have been made pursuant to the procedures of Article 10.4.

10.4 Side Letters for Specialized Assignment Load Credits

Load credits allowed for specialized assignments such as social work practicum, field experience, nursing clinical practice, coaching, summer program coordination, video instruction, internships, and instructional student activities will be determined in letters of agreement negotiated between the President or designee of the respective universities and CSU-AAUP, in consultation with the President of the BOR or designee. Unless a request for change is made by either party within ninety (90) days of approval by the General Assembly, existing side letters shall continue in force as past practice. When such request for change or request for a new side letter is made, the parties shall meet within thirty (30) days to negotiate the matter and if no agreement is reached within sixty (60) days of the initial meeting the matter shall be referred to the President of the BOR or designee and the President of the CSU-AAUP or designee for resolution. Any resolution reached by agreement at this stage shall be final and binding on the parties at the respective universities. If no resolution is reached within sixty (60)

days of the referral, the matter shall be forwarded to binding arbitration, the outcome of which shall be its final resolution. Any side letter for which request for change is made shall continue until a final resolution is reached. The side letters will be affixed to and become part of this contract. No side letter may contradict any provisions of this agreement without a written waiver from the President of the BOR or designee and the President of CSU-AAUP.

10.4.1 Independent Study Direction

Load credit may be granted by the appropriate academic Dean on the recommendation of the department for independent study direction on the basis of one-ninth (1/9) load credit per student for each one (1) hour of academic credit earned by the student, for each semester in which students are directed or supervised, provided that no member shall receive more than three (3) load credits in any semester for such instructional activity, and no member shall receive more than one (1) load credit for any one (1) student.

10.4.2 Master's Thesis Direction

Load credit shall be granted for master's thesis direction as follows:

One half (1/2) load credit when first draft of the thesis or research project equivalent to thesis is submitted to the thesis director, who shall so certify to the Department Chairperson.

One half (1/2) load credit when the thesis is accepted.

The load credit is allowed in lieu of credit any member might receive for working with students in a graduate level course in which thesis preparation is the principal work of the course.

10.4.3 When the University assigns duties to members away from their main university they shall be reimbursed for mileage and other extraordinary expenses in accordance with standard State travel regulations but at GSA rates for mileage. Use of personal vehicles to reach such assignments shall not be unreasonably denied.

10.5 Over/Under Loads

Full-time members having workloads in excess of twelve (12) load credits in any semester shall have an appropriately reduced load within the next three (3) semesters to assure an average workload of twelve (12) load credits. Similarly, full-time members having workloads of less than twelve (12) load credits in any semester that is not due to compensation for prior overloads can have an appropriately increased workload within the next three (3) semesters. A full-time

member may not be provided a modified load within three (3) semesters until at least three (3) excess load credits have been accumulated. Full-time members leaving the bargaining unit with accumulated overload or underload will not be paid for overload nor be asked to reimburse the State for underload. The single exception to the foregoing shall be overload compensation at the appropriate part-time rate for those full-time members who were part-time members in the semester preceding their full-time employment and return to part-time member status in the term following their full-time service, provided the term of full-time service is not more than two (2) years. At the time of scheduling for each semester, department chairpersons shall submit all proposed overloads for the approval of the appropriate academic Dean.

10.5.1 The administration shall maintain records of all faculty load. By the fifth (5th) week of the semester the administration shall have circulated a faculty load report to departments. During the ensuing three (3) weeks the department shall report discrepancies to the officer(s) responsible for the record. A final record of the faculty load shall be issued by the administration and shall be circulated to departments for posting prior to the twelfth (12th) week of the semester.

10.6 Reassigned Time

10.6.1 Departments shall receive load credit for administrative responsibilities under the following formula: (Full-time equivalent (FTE) department members shall be determined by adding the number of active full-time members of the department on the date specified in Article 12.2.2 and the average number of full-time equivalent part-time members during the fall and spring semesters of the previous academic year.)

FTE Department Members	Load Credits/ Semester
1 - 3.99	3.0
4 – 9.99	6.0
10 – 16.99	7.5
17 - 25.99	9.0
26 or more	12.0

The appropriate Dean may allocate additional load credits to a department for unusual additional time demands for specialized departmental functions.

Such load credits shall normally be assigned to the department chairperson but may be assigned to other department members with the approval of the appropriate Dean.

Because chairpersons and others who are allocated reassigned time during the academic year for departmental administration have a continuing responsibility, both within and outside of the academic year for department business, the parties agree that ten-month chairpersons shall receive compensation as specified in Article 12.5.5. It is the expectation of the parties that in any significant absence of a department chairperson the chair stipend may be assigned, with the concurrence of the Dean, to an acting chairperson(s), as necessary, at the beginning of the nearest applicable biweekly pay period.

10.6.1.1 Twelve-Month Appointments

The work year for full-time academic year or teaching members may be extended to a 12-month appointment with the member's agreement. Such members shall have an individual job description completed after receiving suggestions from CSU-AAUP. Conversion to a 12-month appointment shall result in the following: Entitlement 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. Employees may take vacation time following the completion of six (6) months of continuous employment in state service. Holidays shall be those enumerated in Article 10.1.1. Salary rate shall be computed by taking 12/10 of the member's academic year salary. With one semester's notice given by either the member or university management to the other, a member shall return to the work year as defined by Article 10.1 and the member's academic year salary, unless the twelve-month appointment is in accordance with the member's initial letter of appointment (see Article 4.7).

10.6.2 Load Credit for Non-Instructional Work

Additional non-instructional load credit for administrative and quasi-administrative duties performed by full-time members may be assigned by the President or designee. Such designation should follow departmental consultation. In each instance, a written description of the assignment and its duration, including the amount of reassigned load credit, shall be made with copies provided to the member, the chair of the affected department, and CSU-AAUP. Any in-house title attached to such assignment must carry the approval of the President, or designee, prior to use.

10.6.3 No full-time teaching member of the bargaining unit shall teach fewer than three (3) load credits per academic year.

10.6.4 Reassigned Time for Research

At the discretion of the President or designee following an advisory system established by the Chief Academic Officer, full-time members may be awarded reassigned time for research purposes.

Load credits allocated for this purpose shall be no less than:

Institution	Work Load Credits Per Semester
CCSU	108
ECSU	36
SCSU	108
WCSU	43
Total	295

No individual may be awarded more than six (6) load credits per semester under this provision.

10.6.5 Reassigned Time for Curriculum Development, Faculty Development, and Instructional Enhancement

At the discretion of the President or designee, full-time members may be awarded reassigned time for curriculum development, faculty development, or instructional enhancement. The following are the definitions for each of these categories:

Faculty Development – workshop, symposium, conference, acquiring new skills related to discipline or necessary for new technology, licensing, certification.

Curriculum – academic program review, revision of majors, work on interdisciplinary programs, major revision of courses, creation of new courses, program academic development, transition of curriculum to new technologies, workshops on instructional matters (internal), program accreditation.

Instructional Enhancement – theatre/show/radio station/planetarium/studio/weather center direction, team teaching coordination, publication editor, honors program direction, academic program/center/institute direction and coordination, grants coordination, field experience coordination, advisement center direction, Graduate Council, coordinating majors, adaptive technology supervision, coordination of student teaching supervision, academic grant development or administration.

Load credits allocated for these purposes shall be no less than:

Institution	Work Load Credits Per Semester
CCSU	132
ECSU	64
SCSU	132
WCSU	87
Total	415

10.7 Scheduling of Classes

Recommended scheduling of classes shall be submitted by the department Chairperson or designee to the appropriate academic Dean. Conflicts in schedules shall be resolved by the appropriate academic Dean or Chief Academic Officer working cooperatively with the department Chairperson.

10.7.1 No member with a class, university or department assignment after 6:00 p.m. on one day shall be given any assignment prior to 9:00 a.m. on the next day without the member's consent.

10.7.2 Whenever possible, instructional activities shall not be canceled without prior consultation with the department Chairperson.

10.7.3 When scheduling or cancelling classes, the department and the Dean shall consider the students' need to graduate on time.

10.8 Part-time Faculty-Percentage

10.8.1 Both parties agree that the part-time percentage for a particular university as defined in Article 10.8.2 should not be more than twenty percent (20%). However, a University may exceed the twenty percent (20%) goal by one percent (1%) for 2021-2022, 2022-2023, 2023-2024, and 2024-2025.

10.8.2 The part-time percentage for a particular university (excluding Western) shall be computed by multiplying by one hundred (100) all load credits earned by part-time members (excluding all part-time load credits attributable to full time member's sabbatic leave, sick leave, retraining coverage, research load credit, and all reassigned time for full-time members) divided by the aggregate faculty load credits for the particular university based upon the data for the particular academic year. At Western, the part-time percentage will be computed in the same manner, but with the exclusion of faculty from the School of Visual and Performing Arts from such computation.

10.8.3 Each May during the life of this Agreement, the Board shall provide CSU-AAUP with a report on each university's use of part-time faculty for the academic year.

10.9 Office Hours

Teaching members are expected to be available to meet their obligations and confer with their students outside of class. Each full-time teaching member shall be required to hold office hours appropriate to the needs of their students and their academic discipline. Each full-time teaching member shall schedule and hold at

least five (5) office hours per week each semester. These office hours shall be scheduled in agreement with the department Chairperson on at least three (3) teaching days per week at times reasonably convenient for students. Such hours shall be posted on-the appropriate departmental office bulletin board and reported by the department Chairperson to the appropriate academic Dean or Chief Academic Officer no later than the first day of classes. If in the judgment of the Dean, the reported hours do not meet the standard above, the Dean may require that the Chairperson establish appropriate office hours. Alternate office hour arrangements for full-time teaching members with substantial off campus loads, or with alternate duties, may be made with the approval of the Chief Academic Officer. Office hour requirements may be temporarily increased by the appropriate academic Dean during registration periods.

The Board and CSU-AAUP agree that all students will be given adequate advising by members during registration and throughout the school year to assure the pursuit of sound educational objectives.

Part-time faculty shall make reasonable efforts to advise and counsel their students as needed.

10.10 Reassigned Time for Supported Research

Reassigned time for supported research may be in the amount of one (1) load credit for each $1,000 of indirect cost funds generated by the research maximum of nine (9) load credits of reassigned time per semester except where granting agencies or similar agents require greater reassigned time as a condition of consideration in the grant proposal and for which the institution has agreed and for which it is compensated. Such reassigned time may be used to fulfill the matching funds requirement as now stipulated by many granting agencies. However, reassigned time may be granted by the appropriate academic Dean after consultation with the department Chairperson in support of otherwise non-supported research.

10.11 Grants with Outside Agencies

During the fall and spring semesters, outside agencies may purchase up to nine (9) load credits of a full-time member's workload, except where granting agencies or similar agents require greater purchased time as a condition of consideration in the grant or contract proposal and to which the institution has agreed and for which it is compensated.

10.12 Compensation for Other Activities

Compensation may be awarded to full-time members for such contract/ grant activities as seminars, workshops, conferences, institutes, community programs,

curriculum development and evaluation of such activities not officially part of the approved university curriculum. Provision of services enumerated above that do not interfere with a member's normal workload shall be excluded from the workload provisions of this Agreement.

10.12.1 Duties with No Load Credit

Bargaining unit duties involving no load credit that are within the University but other than normal assignments may be offered to full-time members up to a total of 135 hours per semester (prorated for intersession or summer session as appropriate). Compensation for each 45 hours of work shall be one load credit at the compensation rates listed in Article 11.

10.13 Outside Teaching Employment

Full-time members shall not accept outside teaching employment during the fall and spring semester with any other higher education institution without the express written approval of the president.

10.14 Other Outside Professional Activities of Full-time Members

Faculty professional activity outside the university often is useful in maintaining and enhancing competence. However, the major responsibility for full-time members during the academic year is to the University. During the time available beyond their specific assigned responsibilities, full-time members may engage in other activities provided such activities do not constitute a conflict of interest as defined by CGS 1-84 - 85 and are not so excessive as to detract from University duties. The parties agree that such conflicts of interest and such excessive amounts of outside activity are unacceptable.

10.15 Distance Learning and Education Technology*

The term "distance learning" as used herein refers to a planned teaching/learning experience that makes significant use of any of a wide spectrum of instructional technologies to reach students who are separated by physical distance from the instructor. Such technologies shall include, but not be limited to, University and Board approved remote learning audio and video technologies.

*In revising this article and its subsections during the contract negotiations of 2015-2017, it was not the intent of the parties to supersede any statutory provisions.

10.15.1 The decision to offer a distance learning course shall be made by the department offering the course, with the approval of the Dean.

10.15.2 Any course so developed shall be subject to Department, School/College,

and University procedures for review and approval of curriculum changes.

10.15.3 A distance learning course that is taught using traditional faculty products of scholarly or creative activity (see Appendix E) shall be taught by that member unless he or she has agreed in writing to an alternative agreement. Curricular materials created for the explicit purpose of governance approval (e.g., course description, outline, learning outcomes) are excluded from this provision.

10.15.4 Within the limits of available resources, the University shall provide necessary support for the development and use of distance learning material. Such support shall include needed training, consultation on instructional design, production of materials, and technical assistance.

10.15.5 The class size requirements of Article 10.3 shall apply to distance learning courses.

10.15.6 A member who develops distance learning material, both content (e.g., traditional faculty products) and delivery (e.g., digital applications), shall retain intellectual property rights to such material. Any other use of the material shall be prohibited unless agreed to in writing by the member.

10.15.7 As an incentive to the development of courses to be delivered at a distance and/or courses which significantly incorporate the use of educational technologies in the delivery of such courses, members preparing first offerings of such courses may receive additional load credit not to exceed the total credits for the course. Such load credit may be part of the member's regular load during the academic year or part of a summer or intersession assignment compensated pursuant to Article 11.2. The member shall receive the normal load credit for teaching the course unless the member and the appropriate dean expressly agree otherwise for compelling reasons.

10.15.8 The parties agree that modifications to this Article may be necessary. As a result of changing technologies and the nature of the program and any agreed upon changes will be incorporated by reference in this Agreement.

ARTICLE 11

SUMMER SCHOOL AND INTERSESSION

11.1 For purposes of this Agreement, (a) "Summer session" refers to one or more sessions of classes and/or other organized educational activities lasting five or more weeks which are scheduled to occur between the end of the final examination period for the spring semester and the beginning of the fall semester classes, and (b) "intersession" refers to one or more sessions, classes and/or other organized educational activities which are scheduled to occur between the end of the final examination period for the fall semester and the beginning of the spring semester classes or during another period outside of the normal academic year.

11.2 Salary for Summer Session and Intersession

Wages per load credit for full-time members shall be:

Rank	**2021-2022**	**2022-2023**	**2023-2024**
Professor	**$2,366**	**$2,472**	**$2,583**
Associate Prof.	**$2,180**	**$2,278**	**$2,381**
Assistant Prof.	**$2,013**	**$2,104**	**$2,199**
Instructor	**$1,843**	**$1,926**	**$2,013**

Wages per load credit for part-time members shall be governed by Article 12.8.

11.2.1 Summer session salaries shall be paid biweekly with the final payment not later than five (5) working days after the session ends.

11.3 Tentative agreements for summer session and intersession employment shall be offered in writing not later than April 1 of each year and for intersession not later than October 1 of each year. Members with one (1) to five (5) years of service who are non-renewed for the following year may teach summer school if the department so recommends and the Dean agrees.

11.4 In staffing instructional assignments for summer sessions and intersessions, full-time members with appropriate qualifications shall be given the right of first refusal for such assignments.

11.4.1 Members on special appointment who are employed subsequently in the immediate following summer shall be compensated as full-time members.

11.5 Individual load assignments for a summer session of five (5) to eight (8) weeks or intersession (four (4) weeks or fewer) shall be restricted to eight (8) and four (4) load credits respectively. When sessions overlap, both in the aggregate shall be considered a single session for purposes of this limitation. In no event shall the total load assignments in a given summer exceed sixteen (16) load credits or eighteen (18) load credits where the load assignment includes laboratory or studio courses.

11.6 The Board warrants that it shall make every reasonable effort to maintain the programmatic integrity of summer session and intersession offerings and shall exercise as great care as heretofore in decisions to cancel classes.

11.7 Each university will publish its guidelines for cancellation of summer session courses no later than May 1 of each year.

11.8 Members who accept summer or intersession teaching assignments shall make reasonable efforts to advise and counsel students in their classes as needed.

ARTICLE 12
COMPENSATION

12.1 The parties to this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs. Articles 12.2 - 12.7.6 pertain only to full-time members. Article 12.8 pertains only to part-time members.

12.2 Definitions

12.2.1 Current Salary

A member's individual biweekly gross salary (does not include longevity) as of the last day of the pay period which precedes September 1.

12.2.2 Effective Date

The effective date for the start of the new salary rates for each academic year shall be the first Friday of that biweekly pay period which includes September 1.

12.2.3 Number of Years in Rank

The number of years in rank shall be the number of years served in the member's current academic rank in Connecticut State University as of September 1 of the current academic year. Fractional years of service shall be rounded to the nearest integer.

12.3 Minimum Salaries

The minimum biweekly salaries during each year of the contract for each of the ranks shall be:

	2021-2022		2022-2023		2023-2024	
	Bi-weekly	Annual	Bi-weekly	Annual	Bi-weekly	Annual
Professor	3,780.50	98,671	3,875.02	101,137	3,971.89	103,666
Assoc. Prof.	3,179.92	82,996	3,259.42	85,070	3,340.91	87,198
Assist. Prof.	2,579.35	67,321	2,643.84	69,004	2,709.93	70,729
Instructor	2,279.07	59,484	2,336.05	60,970	2,394.45	62,495
Coach A	1,823.27	47,587	1,868.85	48,777	1,915.57	49,996

12.4 Maximum Salaries

The maximum biweekly salary during each year of the contract for each of the ranks shall be:

	2021-2022		2022-2023		2023-2024	
	Bi-weekly	Annual	Bi-weekly	Annual	Bi-weekly	Annual
Professor	5,040.67	131,562	5,166.69	134,851	5,295.86	138,222
Assoc. Prof.	4,239.90	110,661	4,345.90	113,428	4,454.54	116,264
Assist. Prof.	3,439.14	89,761	3,525.12	92,006	3,613.24	94,306
Instructor	3,038.77	79,312	3,114.74	81,295	3,192.60	83,327
Coach A	2,431.03	63,450	2,491.80	65,036	2,554.10	66,662

12.5 Salary Determination

12.5.1 A unit member shall receive a salary not less than the minimum salary nor more than the maximum salary (Articles 12.3 and 12.4) for the rank to which appointed, except as provided in Articles 4.15, 5.6, 10.6.1 or Article 10.6.1.1. The effective dates for salaries shall be the appropriate dates specified in Article 12.2.2.

12.5.2 Salaries of members previously employed as full-time unit members shall, as of the fall effective date specified in 12.2.2, be increased according to Articles 12.5.3 and 12.5.4.

12.5.3
For 2021-22, salaries for full-time members shall be increased by 4.5% (four and one-half percent). For 2022-2023 and 2023-2024, a member's current salary (Article 12.2.1) shall be increased by the amount of increase of the maximum for the member's rank plus the rank multiplier (Article 12.5.3.1) times the biweekly increment listed below unless the resulting salary exceeds the maximum salary for the rank, in which case the maximum salary shall be the member's new salary.

Annual Effective Date	Biweekly Increment
8/27/2021	Not applicable
8/26/2022	3.05
8/25/2023	3.45

Either party, by a notice in writing no sooner than January 1, 2024, may reopen Article 12 of this Agreement to negotiate salaries for 2024-2025. During any "opener" contemplated under this provision, only sections describing compensation shall be open and all other provisions shall remain in full force and effect.

12.5.3.1 The rank multipliers for the five ranks shall be

Coach A	Five (5) plus the number of years in rank
Instructor	Five (5) plus the number of years in rank
Assistant	Eleven (11) plus the number of year in rank
Associate	Seventeen (17) plus the number of years in rank
Professor	Twenty-three (23) plus the number of years in rank

12.5.4 Promotional Increase

A member who is promoted shall, in the year the promotion takes effect, have a base salary increase computed according to Article 12.5.3, as if not promoted. In addition, the salary shall be increased by an amount equal to two percent (2%) of the maximum salary then in effect at the time of promotion (Article 12.4) for the rank to which promoted.

12.5.5 Department Chairperson Stipend

Each year of this Agreement, Chairpersons and other members not on twelve-month appointment who are allocated reassigned time pursuant to Article 10.6.1 for ongoing duties related to their administrative tasks shall receive compensation in addition to their base pay in an amount equal to three-tenths of one percent (.003) of the maximum salary for a professor (see Article 12.4) per load credit of reassigned time, in the aggregate, received in the fall and spring semester (see cf. Article 10.6.1)

12.5.6 Market Adjustment

The parties to this Agreement recognize the appropriateness of market pay adjustments in rare instances for compelling reasons. To effectuate judgments in such cases, the President and AAUP Chapter President, in consultation, shall each name three (3) individuals to a university Market Evaluation Committee. Deans may submit recommendations for market pay adjustments with supporting written

reasons to the committee. Said Committee shall consult with the President concerning proposed market pay adjustments reporting its advice not later than May 15 in each year. Upon the favorable recommendation of the President and the BOR President market pay adjustments may be approved effective at the beginning of that pay period including September 1 of the following year.
Not more than one (1) market pay adjustments per one hundred (100) full-time members, or fraction thereof, may be recommended in any contract year. A member's salary may not be increased beyond the maximum for the rank. Funding for this program shall be governed by Article 12.10.2.

12.5.7 Rules of Calculation

All salaries shall be computed on a biweekly basis following equitable rules of calculation for formulae included in this Agreement. Calculations shall be carried to an agreed number of decimal places, annual salaries shall be derived from biweekly salaries and truncated to whole dollar amounts. Such annual salaries are only given as reference because biweekly salary rates are the applicable binding agreement between the parties.

12.6 Promotions

Promotion is the method by which the academic community recognizes excellence in teaching, service to the University, research and intellectual or artistic contribution to a learned campus society. Accordingly, Connecticut State University makes available a number of promotions each year to recognize the contributions of its full-time members.

12.7 Salary Payment Procedures

A full-time member's annual salary shall be distributed on the following basis:

12.7.1 Those previously employed shall be paid biweekly at the rate determined pursuant to Article 12.5.7; those newly appointed effective with the fall semester shall be paid biweekly at the rate identified in the initial letter of appointment (Article 4.7).

12.7.2 Those teaching members newly appointed effective with the Spring Semester shall be paid biweekly at the rate identified in the initial letter of appointment (Article 4.7) for thirteen (13) pay periods; or, at the member's option, the member shall receive thirteen-sixteenths (13/16) of the biweekly salary due for sixteen (16) pay periods, providing continual biweekly checks until the first pay check of the following academic year.

12.7.3 Those leaving the bargaining unit having completed all work obligations in an academic year shall receive the remainder of their annual salary earned for that year.

12.7.4 Those leaving the bargaining unit having completed all work obligations of the fall semester shall receive the remainder of one-half (1/2) of the annual salary earned for that semester.

12.7.5 Those leaving the bargaining unit at any time other than the times identified above shall receive the remainder of the portion of their annual salary earned. This amount shall be computed on a per diem basis, subject to the work year specified in Article 10.1 and requirements of Article 4.9.3.

12.7.6 Those who are removed from full pay status, including those on one year leave without pay, half-pay leave, or similar leaves will be removed from full-pay status effective the first Friday of that biweekly pay period which includes September 1. Such leaves shall be for 261 working days, inclusive of paid holidays, commencing on the day specified above.

12.8 Part-time Member Pay Rates

Each part-time member shall be assigned to one of the following groups:

GROUP	Educational Credentials/ Prior Experience in CSU System	2021-2022	2022-2023	2023-2024
A	Less than appropriate terminal degree and no more than thirty (30) load credits completed	$1,774	$1,854	$1,938
B	Less than appropriate terminal degree and more than thirty (30) load credits but no more than sixty (60) load credits completed	$1,843	$1,926	$2,013
C	Less than appropriate terminal degree and more than sixty (60) load credits completed	$1,915	$2,002	$2,092
D	Appropriate terminal degree and no more than thirty (30) load credits completed	$1,941	$2,028	$2,119
E	Appropriate terminal degree and more than thirty (30) load credits but no more than sixty (60) load credits completed	$2,013	$2,103	$2,198
F	Appropriate terminal degree and more than sixty (60) load credits completed	$2,081	$2,174	$2,272

For part-time members hired on other than a load credit basis, forty-five (45) hours of service shall be considered the equivalent of one (1) load credit, both for purposes of classification and compensation.

12.8.1 Part-time Member Discretionary Rate

Members may be paid at a rate greater than the minimum for their group, at administrative discretion, except that no member shall be paid at a rate greater than the summer session/intersession pay rate for professor ($2,366 for 2021-22, $2,472 for 2022-23, and $2,583 for 2023-24).

12.8.2 Part-time Continuing Member Pay Rate

Any part-time member who was employed previously as a part-time member in Connecticut State University shall be paid in any session at a rate that is greater than the member's rate of pay in the previous academic year by a percentage at least as large as the percentage increase in the part-time rate 4.5% for 2021-22, 4.5% for 2022-23, and 4.5% for 2023-24.

12.8.3 Part-time Member Paycheck Schedule

Part-time members shall be paid biweekly normally not more than eight (8) pay periods. The first payment shall be no later than the sixth (6th) week of the semester. The final payment may be held until all obligations are completed. The schedule of part-time member paycheck dates for each semester shall be uniform throughout the CSU System.

12.8.4 Part-time Member Temporary Additional Duties

When a member suddenly and unexpectedly is unable to meet scheduled classes, a part-time member may assume additional duties for a period of not more than six (6) weeks of classes. During this period the part-time member shall be paid prorated part-time salary notwithstanding the provisions of Article 1.6.1. The teaching load credit total for such part-time member shall not exceed twelve (12) load credits during the six (6) week period. Continued service beyond such six (6) week interval shall result in salary payment and benefits under the terms and conditions applicable to full-time members.

12.9 Overpayments

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

12.10 Special Funds

12.10.1 Travel, Faculty Development, Research Grants, Curriculum-related Activities and Retraining Funds

For the purposes delineated in Articles 9.5 (travel), 9.6 (faculty development), 9.10 (research grants), 9.11 (curriculum-related activities), and 9.12 (retraining) there shall be an annual appropriation of $2,651,565 for 2021-22; $2,770,886 for 2022-23; and $2,895,576 for 2023-24. Said funds shall be available at the beginning of each academic year. Of this amount, 40% shall be available for travel, 9% for faculty development, 40% for research grants, 10% for curriculum-related activities, and 1% for retraining.
Funds initially allocated for full-time travel, faculty development or retraining which are not yet committed as of February 1 in any year may be reallocated for use in any of these three categories. Funds in each of the other categories may not be reallocated for use in any other category.

Of the funds allocated for travel and faculty development, 90% shall be available for use by full-time members, 10% for use by part-time members.

The University shall report the amounts disbursed to named individuals in each category to CSU-AAUP upon request.

12.10.2 Market Pay Adjustment Funds For the purposes delineated in Article 12.5.6 (market pay adjustment), 0.026 times the biweekly payroll for that pay period including April 15 of the previous year shall be made available for each year of this Agreement and annually thereafter.

12.10.3 Minority Recruitment and Retention, and Diversity, Equity, and Inclusion Funds

For the purposes delineated in Article 3.4.4 (minority recruitment), 0.013 times the biweekly payroll for that pay period including April 15 of the previous year shall be made available for each year of this Agreement and annually thereafter.

12.10.4 Funds appropriated pursuant to Articles 12.10.1 through 12.10.3 of this Agreement shall be available at each university in an amount proportional to the full-time membership at that university.

12.10.5 Unexpended funds appropriated pursuant to Articles 12.10.1 through 12.10.3 of this Agreement shall carry forward from year to year and be available for expenditure within the category until exhausted. (Any unexpended funds in the combined categories of travel, faculty development and retraining shall carry forward and be reallocated the following year in proportion to the percentages

listed in Article 12.10.1.) It is the intention of the parties to this Agreement that any unexpended funds under these articles remaining at the end of this Agreement shall carry forward into the next Agreement.

12.11 Withholding of Pay

If the administration believes that a member's failure to perform scheduled duties should result in a loss of pay, except as provided in Article 13.2, it shall issue a letter of intent to withhold pay with reasons justifying such intent. Said letter shall also give notice of the seven (7) day grievance deadline specified below. Copies of this letter shall be sent to the member and the appropriate department Chairperson. The member may contest the proposed action through the grievance procedure, except that said grievance must be filed at Step 2 of the grievance process within seven (7) days of the receipt of the letter of intent. The resolution of this grievance shall determine the substantive issue of how much pay, if any, shall be withheld.

12.12 One-time Payments

Consistent with the SEBAC 2022 Agreement, all full-time members shall receive a one-time payment of $2,500 effective and retroactive to 3/31/2022 payable as soon as practicable upon General Assembly approval of the Agreement. Part-time members employed during the Spring 2022 semester shall receive a pro-rated payment based on the part-time member's workload for the Spring 2022 semester as a percentage of a full-time workload of 12 load credits/semester. The maximum total payment for any one part-time faculty member cannot exceed $2,500.

Effective July 14, 2022, all full-time members shall receive a $1,000 special lump sum payment payable in the 1st pay date for the 2022-2023 academic year. Part-time members employed during the Fall 2022 semester shall receive a pro-rated payment based on the member's workload for the Fall 2022 semester as a percentage of a full-time workload of 12 load credits/semester. The maximum total payment for any one part-time faculty member cannot exceed $1,000.

ARTICLE 13
LEAVES AND FRINGE BENEFITS

13.1 Personal/Religious Leave

Up to three (3) days of personal leave with pay may be taken by full-time members within each calendar year. Members who desire such leave are required, except in an emergency, to inform the department Chairperson in advance. Personal leave of absence days not taken in the calendar year in which they are granted shall not be accumulated. In order to meet religious obligations, leave in excess of the three (3) personal days may be taken without loss of pay if the department Chairperson is satisfied that the member's responsibilities will be met in some other reasonable manner.

13.2 Sick Leave

All full-time teaching members shall accrue sick leave with pay at the rate of ten (10) working days for each work year of continuous full-time service. All ten (10) month librarian and counseling faculty members shall accrue sick leave with pay at the rate of twelve and one-half (12.5) days; twelve (12) month counselors and librarians shall accrue fifteen (15) days. Each full-time member shall be credited at the commencement of the work year with a full year's anticipated sick leave accrual.

Members who have been credited with a full year's sick leave days and whose services with Connecticut State University are terminated prior to the end of the contract year for whatever reasons (termination, resignation, or retirement) shall have deducted from their terminal salary the value of sick leave used beyond that which would have been received on a prorated basis, unless in cases of catastrophic or extended illness this provision is waived by the President.

All prorated members in the bargaining unit accrue sick leave with pay for continuous service from the date of initial employment at the rate of one and one-fourth (1 1/4) days per calendar month multiplied by the following fraction: the number of hours worked per week divided by thirty-five (35).

Earned sick leave is granted for the following reasons: (A) temporary incapacitation for duty; (B) dental, medical or eye examination or treatment for which arrangements cannot be made outside of working hours; (C) when presence at work will expose others to contagious disease; (D) in the event of death in the immediate family when as much as five (5) working days' leave with pay shall be granted (immediate family means husband, wife, father, mother, sister, brother, or child, or any other person who is domiciled in the member's household); (E) if critical illness or severe illness or severe injury in the immediate family creates an emergency which requires the attendance or aid of the member, up to three (3)

working days' with pay in a calendar year shall be granted; (F) disabilities caused or contributed to by pregnancy, including recovery therefrom; (G) the President may also authorize the use of sick leave not to exceed in the aggregate a total of ten (10) working days' leave per calendar year, to fulfill the obligations of traveling to, attending, and returning from funerals.

An acceptable medical certificate is required to substantiate a request for sick leave in the following situations: any period of absence of more than five (5) consecutive working days where appropriate; 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. Occasionally, the University may require a second medical certificate from a physician of its choosing selected from the list of state-approved medical providers.

Failure to provide a certificate within fifteen (15) business days of a written request by the University shall result in removal of the member from the payroll until the certificate is received. Based upon the University's evaluation of the situation, said time period may be extended.

13.2.1 Sick Leave Increments
Use of sick leave shall be measured and recorded in increments of half-days or blocks of 3.5 hours for teaching faculty. A member who, for appropriate reasons as identified in Article 13.1, misses one or more assigned responsibilities (classes or other primary work responsibilities, committee assignments, office hours, etc.) within one 3.5 hour span of time shall be charged one half-day of leave. A member who misses one or more assigned responsibilities in a day over a span of time longer than 3.5 hours shall be charged two half-days of leave. Members who are charged sick leave for missed responsibilities on two separate days shall also be charged sick leave for any intervening period on which they have no assigned responsibilities. Non-teaching Members shall be charged sick leave in increments of one (1) hour. Members on partial medical leaves may charge sick leave in increments required by the conditions stated on the medical certificate.

13.2.2 Sick leave will not 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.

13.2.3 When sick leave continues for more than eight (8) weeks, the time spent on sick leave, rounded to the nearest number of semesters, shall not be considered a period of service for purposes of eligibility for tenure.

13.2.4 Sick leave shall accrue for the first twelve (12) months in which an employee is receiving compensation benefits in accordance with Sec. 5-142 or 5-143 CGS.

13.2.5 Upon death of a full -time member who has completed ten (10) years of state service, the Board shall pay to the beneficiary one-fourth (1/4) of the deceased member's daily salary for each day of sick leave accrued to the member's credit as of the last day on the active payroll up to a maximum of an equivalent of sixty (60) days' pay.

13.2.6 Compensation at Retirement
Upon retirement, a full-time member shall be compensated at the rate of one-fourth (1/4) of daily salary for each day of sick leave standing to the member's credit as of the last day on the active payroll, up to a maximum of an equivalent of sixty (60) days' pay.

13.3 Sick Leave Bank
13.3.1 There will continue to be a sick leave bank for use by full-time members who have exhausted their own sick leave and who have a catastrophic and extended illness to include the period of disability resulting from a pregnancy and childbirth as certified by the medical provider.

The bank shall be maintained by a mandatory assessment of four (4) days of accumulated sick leave from each new member in her/his second year of full-time service The Board shall credit up to 2.5 days per year per teaching member to the sick leave bank, as needed, before additional assessments are made against continuing members. When members transfer to another unclassified CSU position, their initial sick leave bank contribution shall transfer with them.

13.3.2 Sick Leave Bank Committee
The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of four (4) persons designated by the Board to serve at its discretion and four (4) persons designated by CSU-AAUP 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 determining the eligibility and the amount of leave:

(1) Adequate medical evidence of catastrophic and extended illness;
(2) Prior utilization of all available sick leave.

13.3.3 The initial grant 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.

13.3.4 If the sick leave bank is exhausted, it shall be renewed by the assessment of up to four (4) additional days from the members beyond the first year of service. Such additional days will be deducted from the member's annual days of sick leave.

13.3.5 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.

13.3.6 When a member has a catastrophic and extended illness which has exhausted all sick leave, a request for use of the bank may be made to the local Chief Human Resources Officer or designee, who shall forward the application to the Sick Leave Bank Committee.

13.4 Family and Medical Leave

Upon written request a member who qualifies pursuant to CGS 5-248a shall be granted:

(A) Family Leave: A maximum of twenty-four (24) weeks of family leave of absence within any two (2) year period upon the birth or adoption of a child of that member, or upon the serious illness of an individual in the member's immediate family as defined in Article 13.2. Any such leave of absence shall be without pay.

(B) Medical Leave: A maximum of twenty-four (24) weeks of medical leave of absence within any two (2) year period upon the serious illness of such member. Any such leave of absence shall be without pay.

The total period of unpaid leave for any combination of A. and B. above shall not exceed 24 weeks in any two (2) year period.

Any member who requests a medical leave of absence due to the member's serious illness or a family leave of absence due to the serious illness of an individual in the member's immediate family as defined in Article 13.2, shall be required prior to the start of the leave to provide sufficient written certification from the attending physician of the nature of the illness and its probable duration.

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

A member requesting a Family or Medical Leave of Absence must submit, prior to the leave, a signed statement of the employee's intent to return to his/her position.

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

Family or Medical Leave shall be granted in accordance with Article 13.6, except the first three sentences shall not apply.

13.4.1 Maternity Leave

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

Upon expiration of such sick leave, the member may use earned personal leave, and vacation days (if applicable). The employee may then request, and shall be granted, a family/medical leave of absence without pay pursuant to Article 13.4.

Any request for leave under this Article shall be submitted in writing to the University President and include the following information:

(1) the expected, or actual, date of delivery;
(2) anticipated use of sick leave, personal leave, and any vacation days; and
(3) expected date of return to work.

For further details regarding options, members should see their human resources officer.

13.4.2 Adoption Leave

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

The member shall give notice of intention to take such leave within seven (7) calendar days of being notified by their adoption agency that they have been matched with a child for adoption, unless this is not reasonably practicable. A matching certificate provided by the adoption agency shall be submitted to verify

the adoption. In addition, in cases where two members are adopting a child together, the combined adoption leave shall not exceed ten (10) work days.

13.5 Child Rearing Leave

Upon request a full-time member may be granted a child rearing leave without pay of up to one (1) year which will be granted in accordance with Article 13.6 of this Agreement. Any leave taken pursuant to Article 13.4 shall count toward the one (1) year limit. Such leave shall not be unreasonably denied.

13.6 Leaves without Pay

The President may grant unpaid full or partial leaves of absence for one (1) semester or one (1) year to full-time members. The President will report such leaves to the Board. Applications shall be filed not later than October 1 or February 1 preceding the semester in which the leave is requested. During an unpaid leave, a member may exercise the option of continuing all benefits normally provided by the University by paying all of the required premiums for such benefits.

Leaves without pay shall be classified as: (a) pursuit of the member's scholarly discipline; or (b) other purposes. A letter from the President granting such leave shall state for which of these purposes the leave is being granted. Leaves without pay in pursuit of the member's scholarly discipline shall be considered periods of service for purposes of seniority, eligibility for tenure, promotion, or sabbatic leave. Leaves without pay for other purposes shall not be considered periods of service for purposes of seniority, eligibility for tenure, promotion, or sabbatic leave.

Effective only upon return to active status, a member returning from leave of absence without pay shall be accorded all collective bargaining increases to base salary and fringe benefits which became effective during the period of the member's leave of absence without pay which would have applied to the member had he/she not been on leave of absence without pay.

13.7 Sabbatic Leave

Sabbatic leave is educational leave. Sabbatic leaves are granted for the benefit of Connecticut State University. Sabbatic leave is granted for purposes of scholarly and creative endeavors that strengthen the professional competence or enrich the teaching of members. All proposals for such leave must merit approval on the basis of these standards.

Upon the completion of six (6) academic years of full-time service, a member is eligible for a sabbatic leave. Untenured members may not take a sabbatic leave.

After a sabbatic leave, a person does not again become eligible until completion of an additional six (6) academic years of full-time service.

Each proposal will be submitted by a member in writing and judged through a process proposed by the Senate and approved by the President. The initial deadline for submission shall be no earlier than September 15. A part of every process shall be the deliberation and action of a Sabbatic Leave Committee composed of and elected by members at that University.

All proposals that meet the standards specified above shall be judged on the basis of their competitive merit. Among those proposals deemed equal in merit by the Sabbatic Leave Committee, preference shall be given to members with the longest service since their last sabbatic leave. The parties believe that approximately 70 sabbatic leaves for each year of this Agreement are appropriate. However, no sabbatic leave shall be recommended by the committee or approved by the President that fails to meet the meritorious purposes specified above.

The President will grant sabbatic leaves and report such leaves to the Board. In order to facilitate the work of Sabbatic Leave Committees and to document the value to the University of sabbatic leaves, each member will submit to the Chief Academic Officer and the Sabbatic Leave Committee within one (1) semester of return from sabbatic leave a written statement setting forth the experiences and accomplishments attained in pursuit of the objectives set forth in the original proposal; such statement shall be retained by the Sabbatic Leave Committee and be available to the University community.

Sabbatic leave may be granted for either a full year at half pay or a half year at full pay without prejudice. Funds shall be distributed among the Universities on a prorated basis for sabbatic leaves. A member on sabbatic leave shall continue to accrue sick leave, longevity credit and retirement service credit at the full-time rate. Sabbatic leave outside the normal academic semester shall be permissible. To be eligible for longevity payment during the sabbatic year, a member must be on the payroll on either April 1 or October 1 of the year in question.

Those accepting and completing sabbatic leave are expected to return to the University for one (1) year following expiration of the leave unless specifically exempted from this provision by the President in writing.

13.8 Educational or Professional Leave

Members may receive at the discretion of the President leave with pay for up to five (5) working days for each occurrence, which may or may not be consecutive. Such leaves must be for the benefit of Connecticut State University and may include such activities as attendance at conventions, professional meetings or

taking part in seminars devoted to an appropriate subject. Leave to attend AAUP conferences or conventions is not covered by this section but is covered by Article 18 of this Agreement.

13.9 Military Leave

Military leave shall be granted in accordance with state and federal statutes.

13.10 Jury Leave

Any member of the bargaining unit who must be absent from assigned responsibilities in order to perform jury duty shall be entitled to receive full pay and benefits for the duration of such duty in return for relinquishing all payment received for such jury duty to the University.

13.11 Insurance Benefits

Except as specifically modified by this Agreement, state and federal insurance benefits uniformly available to full-time bargaining unit members as of the date of signing of this Agreement shall continue to exist during the term of the contract unless specifically modified by federal legislation or coalition bargaining (SEBAC/State) on insurance-related issues. Both parties to this Agreement recognize the coalition bargaining approach as appropriate to addressing these issues for the duration of this contract.

13.11.1 Life Insurance

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

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

Both parties recognize the authority of new agreement(s) between the State of Connecticut and the State Employees Bargaining Agent Coalition (SEBAC) as applicable to members on the specified implementation date(s).

13.11.2 CSU Group Total Disability Insurance

Full-time members who participate in the alternate retirement plan shall be provided, at no expense to the member, with CSU Group Total Disability

Insurance, including Six Month Elimination and Annual Benefit Increase Provisions and Monthly Annuity Premium Benefit. The maximum monthly benefit level shall be adjusted annually each spring. The maximum monthly benefit for the upcoming fiscal year policy shall be established as 5.9% of the annualized current maximum for the rank of professor (Article 12.4).

13.12 Longevity Payments

A full-time member who was hired prior to July 1, 2011 and has completed not less than ten (10) years of state service shall receive semiannual lump sum longevity payments based on service completed as of the first day of April and the first day of October of each year, as follows:

- A member who has completed ten (10) or more years but less than fifteen (15) years of state service shall receive an amount equal to one-fourth (1/4) the longevity base for the rank.
- A member who has completed fifteen (15) or more years but less than twenty (20) years of state service shall receive an amount equal to one-half (1/2) of the longevity base for the rank.
- A member who has completed twenty (20) or more years but less than twenty-five (25) years of state service shall receive an amount equal to three-fourths (3/4) of the longevity base for the rank.
- A member who has completed twenty-five (25) or more years of service shall receive an amount equal to the longevity base for the rank.
- For employees first hired prior to July 1, 2011, no service shall count toward longevity for the two year period beginning January 1, 2012 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to their service for the purpose of determining their eligibility and level of longevity entitlement if it would have counted when performed.
- No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

13.12.1 Longevity Base

The longevity base for each rank shall be 2.7 percent (2.7%) of the maximum salary at the time of the semi-annual payment for the rank as specified in Article 12.4.

13.12.2 Such semiannual longevity lump-sum payments shall be made during the months of April and October of each year, except for the April 2018 longevity payment which shall be made in July 2018. Further, a retired member shall

receive, during the month immediately following retirement, a prorated payment based on the proportion of the six-month period served prior to the effective date of retirement.

13.12.3 Part-time, seasonal, or intermittent state service shall be credited as state service for the purposes of this section when such part-time, seasonal, or intermittent service, accumulated, totals the calendar years herein above specified.

13.12.4 When a member is on a leave of absence without pay on a date when the member would otherwise be entitled to a longevity payment under this section, such payment shall be made within sixty (60) days after reinstatement to service in a pay status.

13.13 Course Privileges

Subject to the approval of the receiving university, a permanent, full-time or emeritus member, with at least one (1) semester of service~~,~~ spouse and children under the age of twenty-five (25) may take courses without tuition, or State University fee at any university in the Connecticut State University on a space available basis, provided, however that participation in said courses shall not interfere with the member's employment obligations. This benefit shall also be available to the above mentioned spouse and dependents surviving a deceased member (death having occurred on or after August 24, 1990, during the member's active service) who had accumulated ten (10) years of service in the University. Individuals taking courses on this basis may be admitted to a course in which space is not available, at the discretion of the instructor.

Admission to a course shall not be counted toward overload credit as described in Article 10.3 of this Agreement. Cost of this provision shall be absorbed.

A part-time member who has been employed for eighteen (18) or more load credits in the University, or spouse or children under the age of twenty-five (25) may take courses at any university in the system on a space available basis, provided however that participation in said course shall not interfere with the member's employment obligations. For each load credit for which the member is compensated, one (1) credit hour's extension tuition shall be waived or the full-time tuition, and State University fee shall be reduced by one twelfth (1/12). The total benefit shall not exceed the member's current equivalent workload credit and shall only be used during the semester of employment or the semester immediately following. Individuals taking courses on this basis may be admitted to a course in which space is not available at the discretion of the instructor. Admission to a course shall not be counted toward overload credit as described in Article 10.3 of this Agreement.

13.14 Payroll Deduction

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

13.15 Annual Accounting of Balances

As soon as possible each fall semester each full-time member of the bargaining unit shall be provided with a written accounting as of September 1 of each year setting forth the member's current status on the following items:

- Current salary;
- Years of credit toward longevity payment;
- Years of eligibility for next sabbatic leave;
- Termination date for members on pre-tenure contracts;
- Years of credit potentially applicable toward tenure

ARTICLE 14
PENSIONS

14.1 Except as altered by agreement(s) between the State Employees Bargaining Agents Coalition (SEBAC) and the State, the pension plan each member is enrolled in on the date of the signing of this Agreement shall continue to exist for the affected member during the term of this Agreement.

14.2 Full-time Members

New full-time members shall continue to have access to plans extant on the date of the signing of this Agreement unless altered in accordance with Article 14.1.

14.2.1 Part-time Members

Part-time members shall have the right to join or refuse to join the State Employees Retirement System or the Alternate Retirement Plan for Higher Education. Part-time members who are currently enrolled in the Teachers Retirement System (TRS) may apply university service to TRS.

Failure to elect participation in the above retirement systems (SERS or TRS) shall be deemed full waiver of rights to participate for the semester of employment (This provision is ineffective until legislative approval of the necessary supersedence.).

14.3 Post-retirement Employment

Full-time members who have elected to retire may be guaranteed post retirement part-time bargaining unit employment to the annual limit of load credits or work days permitted by ruling of the appropriate Retirement Board. Such assignment may be made available normally for no more than three (3) years following the date of retirement. The rate of pay for such assignment shall be agreed between the retiring member and the University at a salary that shall be no less than the part-time rate (Article 12.8) nor more than the member's prorated salary at the time of retirement. The University shall provide AAUP copies of such agreements upon request.

ARTICLE 15
GRIEVANCE PROCEDURE

15.1 The parties agree that all problems should be resolved whenever possible before a filing of a grievance, and they encourage open communication between management and members of the bargaining unit so that resorting to a formal grievance will not normally be necessary. The parties further encourage the informal resolution of grievances at the lowest possible level. The purpose of this Article is to promote an efficient procedure for the investigation and resolution of complaints and grievances.

15.1.1 Grievance

A "grievance" is an allegation or complaint that there has been a violation of the collective bargaining agreement and/or procedures or prescribed criteria rules established expressly pursuant to this Agreement. Grievances involving discretionary decisions shall be processed solely with respect to whether or not the prescribed procedures were followed and whether or not prescribed criteria rules were observed.

15.1.2 Grievant

The term "grievant" shall mean a member or a group of members of the bargaining unit or CSU-AAUP in a dispute as defined in Article 15.1.1 or management in a dispute as defined in Article 15.1.1 commencing at Step 2.

15.1.3 Time Limits

The time limits indicated herein shall be considered maxima unless extended by mutual agreement in writing. When time limits fall within intersession, during weeks when classes are not in session, or outside the member's work year, any initial request for time extension by either party shall automatically be granted for up to four (4) weeks or until classes have been in session two (2) weeks whichever occurs first.

15.1.4 In computing calendar days pursuant to this article, the first calendar day shall be the first full day following the filing of the grievance or the prescribed action.

15.1.5 Termination grievances shall be processed pursuant to Article 16 of this Agreement.

15.2 Informal Procedure for Complaints

Any member of the bargaining unit may informally present a complaint to the department Chairperson or appropriate administrator, either with or without

designated representatives of CSU-AAUP present, at the complainant's option. Similarly, designated representatives of CSU-AAUP may informally present and discuss a complaint on behalf of any member or group of members with the department Chairpersons or appropriate administrator. If the complainant so requests, the appropriate department Chairperson or the appropriate administrative officer or designee shall respond to the complaint within seven (7) calendar days. Any settlement, withdrawal, or disposition satisfactory to the complainant at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances but shall be a final resolution of the particular complaint. However, such resolution shall not be binding upon CSU-AAUP unless it participated in the formal procedure and approved the resolution in writing.

15.3 Representation

By this Agreement, CSU-AAUP shall have the right to represent any member in grievances filed hereunder, provided members may elect to represent themselves or be represented by legal counsel. If a member elects self-representation or representation by legal counsel, CSU-AAUP shall not be obligated to represent the grievant. If a member elects to be represented by CSU-AAUP, neither CSU-AAUP or the administration shall be obligated to communicate with the member's private legal counsel or any other outside parties. If a member covered by this Agreement elects not to be represented by CSU-AAUP, the member shall so indicate in writing and the Board shall promptly inform CSU-AAUP in writing of the grievance. A CSU-AAUP representative shall be present at all stages of the formal grievance and arbitration procedure for purposes of fulfilling CSU-AAUP's statutory obligations pursuant to the Secs. 5-270 - 280 CGS. Resolution of any individually processed grievance shall be consistent with the terms of this Agreement and for this purpose CSU-AAUP shall be provided with a written statement of the resolution of the grievance if CSU-AAUP is not involved in representing the member. No resolution of grievance in which CSU-AAUP did not represent the grievant shall constitute a precedent. CSU-AAUP shall provide the President of each university with an up-to-date list of authorized grievance representatives at the beginning of each academic year and shall promptly notify the President and the Board of changes during the year.

15.4 Grievance Forms

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

15.5 Formal Grievance Procedure

If informal attempts at resolving a complaint do not result in a settlement, a formal grievance may be filed.

The grievant shall file a written grievance with the appropriate Chief Human Resources Officer or designee within thirty (30) calendar days following the act or omission giving rise to the grievance or the date thereafter on which the employee knew or reasonably should have known of such act or omission. The Chief Human Resources Officer or designee shall forward the grievance to the appropriate initial hearing level: the appropriate Dean or the appropriate Vice President (Article 15.5.1), or the two President (Article 15.5.2) level. Unless specified elsewhere in this Agreement, the appropriate initial level shall be the lowest level at which a remedy is possible. If the grievant and the Chief Human Resources Officer or designee disagree about the appropriate level, the initial level shall be the lower of the two. In the formal grievance procedure, no individual shall hear a case at any step who has heard the grievance at an earlier step.

For the initial step or any subsequent step in this formal grievance procedure, the parties may request in writing the postponement of any single action in the process for a period of up to seven (7) calendar days. The initial such request by either party shall be granted. Additional extensions may be granted by mutual consent of the parties.

15.5.1 Step 1 – Dean

The Dean or the Vice President shall investigate the grievance, meet with the grievant and the CSU-AAUP representative, and shall issue a written decision stating the reasons therefore within three (3) calendar weeks of the filing date. Failure to meet this deadline shall result in the automatic referral of the grievance to Step 2. Copies of said decision shall be transmitted to CSU-AAUP and the grievant. In advance of this Step 1 decision, the grievant and/or CSU-AAUP shall have the right upon request pursuant to Secs. 5-270 - 5-280 CGS to copy document(s) relevant to the grievance, and to present evidence in support of the grievance. In the event the decision at Step 1 refers to documents not requested or presented by the grievant, copies of such documents shall be attached to the decision.

The grievant and/or CSU-AAUP shall have one (1) calendar week from receipt of the Dean's or the Vice President's decision to appeal that decision to the next step. Failure to file an appeal within the prescribed period of time shall terminate the grievance.

15.5.2 Step 2 – Presidents' Grievance Committee

If the grievant and/or CSU-AAUP is not satisfied with the decision of the appropriate Dean or Vice President in Step 1, the grievance may be appealed in writing to the President. The President or designee and the local AAUP Chapter President or designee shall meet as a Presidents' Grievance Committee within two (2) weeks acting as a two-member panel to hear the grievance. The grievant and/or representative and Management's representative shall have the opportunity to be heard.

The Presidents' Grievance Committee shall review and may investigate the grievance and shall issue a written decision within two (2) calendar weeks of the conclusion of its final meeting (If Step 2 is the initial hearing level, the two (2) Presidents or their designees shall investigate the grievance and shall issue a written decision stating the reasons therefore.). A copy of this decision shall be transmitted to the grievant. The mutual decision of the Presidents' Grievance Committee shall be final and binding on all parties. If the two (2) Presidents fail to agree within eight (8) weeks of the filing at Step 2, absent a written extension, the grievance shall automatically be referred to the next step with written notification to the non-voting conveners of the Connecticut State University Grievance Arbitration Committee.

15.5.3 Step 3 – Grievance Arbitration Committee

In the event that a grievance is not resolved at Step 2, a State University Grievance Arbitration Committee shall be formed to review the grievance within three (3) calendar weeks after the grievance is referred to Step 3.

That committee shall consist of the President of CSU-AAUP or designee and the BOR President or designee. The designee of the President of CSU-AAUP shall be a bargaining unit member or legal counsel and the designee of the BOR President shall be an administrator or legal counsel. The Committee shall be convened within two (2) weeks and shall investigate the grievance. Decisions of the Committee shall be by agreement of its members. Decisions of the Committee shall be final and binding upon all parties. The Committee shall issue its decision in writing within forty-five (45) calendar days of the referral of the grievance to Step 3. If the Connecticut State University Grievance Arbitration Committee fails to resolve the grievance by agreement of its members, either CSU-AAUP or management may elect to appeal the grievance to arbitration.

The party electing to appeal to arbitration shall notify the other party to this Agreement in writing within fourteen (14) calendar days.

15.5.4 Step 4 – Arbitration

In the event that a grievance goes to arbitration, CSU-AAUP and management shall each select a representative who shall in turn select an arbitrator in accordance with rules of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the parties except as otherwise provided herein. If a transcript is requested by either party, the cost shall be borne by the requesting party and a copy shall be provided the other party. The arbitrator's decision and award shall be final and binding upon the grievant (subject to applicable law), CSU-AAUP and the Board.

15.6 Remedy

All remedies shall be as follows:

15.6.1 Except as noted in Article 15.6.2, if the grievant is upheld, the grievance shall be remanded with a directive as to procedures to be followed. Due consideration shall be given to the nature and extent of the violation in determining the procedures to be followed.

15.6.2 No individual or group shall substitute its judgment for that of a committee, administrators, or the Board on questions of substance or merit in discretionary decisions except as specified in Article 12.11, or in grievances processed pursuant to Article 16.

15.6.3 Where general goals are stated, said goals shall not be subject to grievance arbitration hereunder.

Decisions shall be consistent with the terms of this Agreement.

15.7 CSU-AAUP may file a grievance at the system-wide level (Step 3, State University Grievance Arbitration Committee) over any issue which affects the entire unit or members at more than one university. A university AAUP chapter may file a grievance over any issue which affects the entire unit membership at that university or members in more than one school of that university at the level of Vice President.

15.8 Unless otherwise provided in this Agreement, the preceding procedure shall constitute the sole and exclusive method used for the resolution of grievances.

15.9 Reservation of Individual Rights

Nothing contained in this Agreement shall be construed to limit the rights of individual grievants or CSU-AAUP to assert claims against the Board or Administration in any court or administrative agency of competent jurisdiction where such claims derive from any federal or state constitutional or statutory

provision or regulation or from any other source, including individual agreements, unless such claims derive solely and exclusively from this Agreement.

If a grievant seeks relief through a forum outside of this grievance procedure for a subject matter covered by a grievance, the processing of the grievance through this internal procedure shall cease, unless both CSU-AAUP and management agree otherwise.

ARTICLE 16
REPRIMAND, SUSPENSION AND TERMINATION

16.1 Discipline shall be defined as reprimand, suspension, or termination. No member shall be disciplined except for adequate cause. The parties agree that discipline should not be imposed without an investigation of the issue, notification of the charges, a description of the nature of the evidence and an opportunity for the member to respond. Discipline shall not be used to restrain members in the exercise of academic freedom or other rights of American citizens.

16.2 This article does not cover the retrenchment of a tenured member or a non-tenured member prior to the end of a specified term (Article 17). This article does not cover a member whose employment has ended following the completion of a special or final appointment or a decision not to renew a probationary appointment.

16.3 Action under this article may be effected by the President for (1) "adequate cause", including "falsification of credentials" or (2) "abandonment" as defined herein. The burden of proof to sustain an action rests with the university and shall be satisfied only by clear and convincing evidence in the record as a whole.

16.3.1 Adequate Cause

"Adequate cause" means behavior demonstrating unfitness of the affected member to discharge professional responsibilities.

16.3.2 Falsification of Credentials

"Falsification of Credentials" means knowingly providing false information as a basis for employment, promotion or tenure.

16.3.3 Abandonment

"Abandonment" means absence from scheduled duties for a period of two (2) consecutive weeks without informing the University.

16.3.4 Notice

"Notice" means written communication to the member. When notice is furnished to a member, it shall be provided to AAUP.

16.3.5 Mediation Committee

"Mediation Committee" is a committee consisting of three (3) members and three (3) alternates selected from the members of the particular university by procedures developed by the Senate and approved by the President.

16.3.6 Termination Hearing Committee

"Termination Hearing Committee" is a committee consisting of five (5) members elected by the members of the particular university based upon procedures developed by the Senate and approved by the President.

16.4 In cases of abandonment, if the member cannot be located and has failed to contact the University, the member shall be suspended without pay, pending contact for a period of three (3) months and shall be terminated at the end of that time if all efforts for contact have failed. Such efforts shall include telephone calls to the last known number, letters posted by certified mail, return receipt requested, and attempts to contact known relatives. Termination of employment under these circumstances shall be construed as resignation. If the member is located within three (3) months from date of suspension, the President shall evaluate the situation and shall reinstate the member or refer the matter to the discipline process.

16.5 If, after a preliminary investigation, the Administration believes that the conduct of a member may justify imposition of discipline, the Administration shall promptly inform the member and shall investigate the circumstances surrounding the matter. At this or any subsequent stage the affected member shall have the right to representation.

16.5.1 If a member refuses to participate at any stage of the disciplinary process, the procedures shall go forward based on such evidence and testimony as are available.

16.5.2 If an appropriate investigation indicates a member may be a danger to persons or property, the Administration may immediately suspend the member with pay. In extreme cases when a member has been arrested and incarcerated, the Administration may suspend the member without pay for the duration of the incarceration. Once the incarceration ends, the member shall be immediately placed back on the payroll. The Administration may subsequently suspend the member with pay, pending disciplinary action under Article 16.6 and its subsections of this Agreement. If the Administration fails to initiate disciplinary action within thirty (30) calendar days after the incarceration ends, the member shall be paid all of his/her salary that had been withheld and he/she made whole.

The member or the CSU-AAUP Chapter at the member's university may challenge the suspension without pay under this Article through an expedited grievance filed at Step 3 (Article 15.5.3). The Grievance Arbitration Committee shall be convened within ten (10) calendar days of the filing and shall announce

its decision not later than three (3) calendar days after completion of its deliberations.

16.6 The parties recognize that it is their mutual interests to conduct investigations in a timely manner under Article 16.5. To that end, such investigations shall normally conclude within sixty (60) calendar days. In the event that a time period greater than sixty (60) days is required, the Administration shall notify the member of the reason for the delay and the anticipated conclusion date of the investigation**.** Following the investigation in Article 16.5, and prior to the imposition of any discipline, the Administration shall give notice to the member of the pending charges and sanctions.
The parties further recognize that it is in their mutual interest to provide all evidence generated by the investigation. To the extent that the Administration determines that countervailing interests necessitate withholding certain evidence, the Administration shall provide the member and the CSU-AAUP with a written explanation of the reason for the failure to disclose such evidence. If the evidence is withheld due to legal requirements, the Administration will provide the member and the CSU-AAUP with citation to applicable legal authority. In any event the Administration shall, to the extent allowed by applicable law, provide redacted copies of any such documents. No evidence withheld from disclosure by the Administration during the investigation may be used as a basis for suspension or termination unless it is provided to the member and the CSU-AAUP prior to the issuance of a notice of intent to discipline pursuant to Article 16.6.2 or Article 16.6.3.

At this point, upon the request of the member, confidential discussions between the President or designee and the member concerning possible resolution of the matter shall occur.

If settlement is achieved at the meeting, the issue shall be deemed resolved. A statement of the terms of the mutual settlement shall become part of the member's personnel file, if the member so requests. Such settlement shall not be inconsistent with the terms of this agreement.

If no mutually satisfactory resolution is reached within three (3) weeks, either the charge shall be withdrawn, or the President shall proceed with the imposition of the sanction.

16.6.1 If the sanction is a reprimand, it shall be placed in the member's personnel file and a copy sent to the member. The reprimand shall carry the date, if any, of planned removal from the member's personnel file. A member may contest the imposition of a reprimand and the prescribed time it will remain in the member's personnel file through the grievance system. A reprimand after its expiration date,

if any, shall be removed. This may be accomplished either by an appropriate administrator or upon the request of the member.

16.6.2 If the sanction involves a suspension, the Administration shall issue in writing an intent to suspend the member without pay for a stated period. The member may contest said intent to suspend through an expedited grievance filed at Step 3 (Article 15.5.3). If the member elects to file such a grievance, the member shall do so within seven (7) calendar days of notification of said intent. The Grievance Arbitration Committee shall be convened within ten (10) calendar days of the filing and shall announce its decision not later than three (3) calendar days after completion of its deliberations.

16.6.3 If the sanction involves termination, the Administration shall send a written statement of charges framed with reasonable particularity to the affected member, the University Mediation Committee, the BOR President or designee, and the President of CSU-AAUP. The statement of charges shall be accompanied by a notice of the affected member's right to a hearing before the University Termination Hearing Committee. This notice shall be copied to the Termination Hearing Committee.

16.6.3.1 The Mediation Committee shall assist the parties in attempting to affect a resolution. Members of the Mediation Committee who are disqualified for bias or interest shall remove themselves from the case, either at the request of a party or on their own initiative and be replaced by an alternate. The Mediation Committee shall conclude its role within two (2) weeks of notice received pursuant to 16.6.3.

16.6.3.2 The Termination Hearing Committee shall, within five (5) days of the date of notification in 16.6.3, tentatively schedule a hearing no sooner than six (6) weeks and no later than eight (8) weeks from that date of notice.

16.6.3.3 The President of the BOR or designee and the CSU-AAUP President shall, within five (5) days of the date of notification in Article 16.6.3, select a Termination Hearing Officer (see Article 16.6.4). The Hearing Officer shall be selected from a list of nine (9) which will be determined by November 1, 2016: three (3) members selected by CSU-AAUP, three (3) managers selected by the Board, and three (3) arbitrators provided by the American Arbitration Association.

The selection method shall be as follows: The President of the BOR or designee and the CSU-AAUP President shall alternately strike one name from the list, until only one name remains; a toss of a coin shall determine who strikes the first name. In the event the hearing officer selected by this process is not available on the hearing date(s), the hearing officer who was stricken last shall be sought. The cost

of the hearing officer's fees and related expenses, if any, shall be borne by the Board.

16.6.3.4 If the affected member chooses to waive the right to a hearing, the member must so inform the President within three (3) weeks of receipt of the statement of charges described in Article 16.6.3; by waiving the right to a hearing, the member does not waive the right to contest the disciplinary action through arbitration. If the member does not waive a hearing by this time, the President shall direct the Termination Hearing Committee to confirm the tentatively scheduled hearing date(s) (see Articles 16.6.4 - 16.6.12).

16.6.3.5 After the Termination Hearing Committee has confirmed the hearing date, the Committee shall inform the affected member and the President confirming the date, place and time of the hearing. The Committee shall provide this information as expeditiously as possible, but in no case less than two (2) weeks prior to the commencement of the hearing. The Administration shall expeditiously notify the President of CSU-AAUP and the BOR President or designee, who shall notify the selected Hearing Officer.

16.6.4 The Termination Hearing Officer shall: (a) conduct the hearing for the purpose of insuring orderly procedures and presentation of the case by the Administration and by the member and/or AAUP for the benefit of the Termination Hearing Committee; and (b) advise the members of the Committee as required, on procedural or definitional matters identified herein. The Hearing Officer shall grant extensions or recesses to which both parties agree. The Hearing Officer shall grant reasonable recesses to enable either party to investigate evidence as to which a valid claim of surprise is made.

The Hearing Officer shall not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available. In all other respects, the Voluntary Labor Arbitration Rules then in force of the American Arbitration Association shall prevail regarding the conduct of the hearing.

16.6.5 Prior to the hearing, the affected member shall determine whether the hearing should be public or private and no adverse inference shall be drawn from such determination.

16.6.6 The member shall be entitled to have an advisor and/or legal counsel attend and participate fully in the proceedings. If the member employs legal counsel, it shall be at the member's expense. CSU-AAUP and its counsel (if different from the individual's counsel) may also attend and participate in the proceedings.

16.6.7 If requested by either party, a verbatim record of the hearing or hearings shall be taken and a typewritten copy shall be made available to the requesting party. The cost of said material shall be borne by the requesting party and a copy shall be shared with the other party.

16.6.8 The Administration shall cooperate with the member to make available relevant documents and witnesses who are university employees.

16.6.9 The member and the Administration shall have the right to confront and cross-examine all witnesses. Members of the Committee may ask questions of the parties and of witnesses, under the general control of the Hearing Officer.

16.6.10 (See 16.3.) In the hearing of charges of gross incompetence, the University's burden shall include the proffering of witness(es) from these or other institutions of higher education.

16.6.11 The findings of fact and decision shall be based solely on the hearing record.

16.6.11.1 In weighing the case for dismissal for falsification of credentials, the Termination Hearing Committee must consider whether there is clear and convincing evidence that: (a) false information has been provided; (b) such action was known to the member; and (c) such information was a basis for the member's employment, promotion or tenure, as the case may be.

16.6.11.2 In weighing the case for dismissal for adequate cause other than falsification of credentials, the Termination Hearing Committee must consider whether there is clear and convincing evidence of unfitness of the affected member to discharge professional responsibilities.

16.6.12 At the conclusion of the hearing, the Hearing Officer shall declare the record closed. Within seven (7) days, the Termination Hearing Committee shall deliver a written decision and recommendation to the President. Said recommendation shall include a recommendation to: (a) dismiss the affected member; or (b) suspend, with or without pay, for a stated period; or (c) reprimand; or (d) dismiss the charges. The decision and recommendation shall be determined by majority vote of the committee. The Hearing Officer shall not participate in the substantive deliberations of the Committee but shall be available to advise on procedural and definitional matters.

16.6.13 Within seven (7) days of receiving said recommendations, or of receiving the affected member's waiver (Article 16.6.3.4) the President shall make a decision on the matter and shall inform in writing the affected member, the

CSU-AAUP President, the BOR President or designee, the Hearing Officer and the Termination Hearing Committee, if applicable, of that decision.

16.6.13.1 If the President concurs with the recommendation of the Termination Hearing Committee or imposes a lesser sanction, the affected member shall have no further substantive appeal under this agreement.

16.6.13.2 If the President decides to impose a sanction of greater severity than recommended by the Committee, the President shall include the reasons in the written decision. In this instance, the member or CSU-AAUP may appeal, by written notice to the President within ten (10) days, to the grievance process beginning at Article 15.5.3 or 15.5.4.

16.6.14 A member terminated or otherwise disciplined under the provisions of Article 16 may, upon exhausting all appeals, seek reversal only on grounds of inadequate cause, by exclusive remedy either from the courts or from binding arbitration. The sole remedy an arbitrator may confer upon an aggrieved member is reversal of the decision to dismiss or discipline. If court action is not supported by CSU-AAUP, the cost of the legal fees in such action shall be borne by the member.

ARTICLE 17
RETRENCHMENT

17.1 When a severe financial crisis exists, meaning an urgent financial situation that fundamentally compromises the academic integrity of the institution as a whole and that cannot be alleviated by less drastic means (including but not limited to reducing the number of part-time faculty to be hired, and meeting with CSU-AAUP to discuss voluntary incentives), which may warrant the involuntary separation of non-tenured members prior to the end of a specified term (Article 4.9) or tenured members, the BOR shall promptly notify CSU-AAUP that it believes such a condition exists and/or meet with CSU-AAUP to discuss voluntary incentives.

17.2 Within five (5) days of notice provided in Article 17.1, a meeting shall be held between management and CSU-AAUP representatives for the purpose of reviewing the potential financial crisis. The Board shall provide to CSU-AAUP five years of audited financial statements, current and following -year budgets, detailed budget estimates for future years with supporting data, and detailed program, department, and administrative-unit budgets.

17.3 Within two (2) weeks after the meeting specified in Article 17.2, CSU-AAUP shall have an opportunity to present alternative plans for alleviating the fiscal problem. If there is no agreement between CSU-AAUP and management on alternative(s) for alleviating the fiscal crisis, a CSU-AAUP representative(s) shall have the opportunity to appear before the designated subcommittee of the Board and the Board, upon recommendation of the subcommittee, at the first scheduled meeting for oral and written presentation of alternatives for alleviating the problem.

17.4 If, after completion of the procedures set forth in Articles 17.1, 17.2, and 17.3 and after consideration of information resulting therefrom the Board determines that a bona fide severe financial crisis exists, it shall so declare and the following provisions of this article shall be followed in the order listed. If the course of action adopted by the Board requires the possible involuntary separation of non-tenured members prior to the end of the specified term or tenured members at any university, the President shall describe the problem and seek in writing the advice of the appropriate Curriculum Committee on how the problem can be solved with minimal disruption of the educational programs of the institution. The Curriculum Committee shall advise the President in writing within thirty (30) calendar days unless an extension is expressly provided by the President. In addition, the Curriculum Committee shall forward a copy of its written recommendations to the Senate.

17.5 The President, prior to any involuntary separation, shall consult with potentially affected individuals and departments giving consideration to the following in any order: early retirement; prorated reduced load; retraining; reassignment; special sabbatic or other leave.

17.5.1 In order for any of the above options to be exercised, an individual agreement shall be reduced to writing for approval by the affected member, administration, and CSU-AAUP. Such individual agreement shall be consistent with other provisions of the contract.

17.5.2 It is understood that the options listed above shall be available for use for reasons other than retrenchment provided the individual agreement conforms to the requirements of the above paragraph and other provisions of this contract.

17.5.3 If offered by the President of the receiving university, a member may accept reassignment to another university of the system in accordance with Article 4.5.

17.5.4 The same or similar instructional duties performed by part-time personnel in the same department or similar program in another department shall be transferred to appropriately qualified full-time member(s) in the affected department.

17.6 In all considerations of possible involuntary separation of members, the President shall give due regard to Connecticut State University's responsibility to offer adequately staffed courses and programs in areas of student demand and societal need. If, following consultation prescribed above, the President determines that non-tenured members before the end of a specified term and/or tenured members in a particular university must be involuntarily separated, such separations shall be determined according to these criteria: (a) avoidance of serious distortion among and/or within academic programs and (b) avoidance of violation of State and Federal nondiscrimination laws and regulations pursuant thereto. Following application of the above, involuntary separations shall be in the order listed below:

17.6.1 Non-tenured members on the basis of length of full-time service in affected departments. Failure to reappoint a member on a probationary appointment shall not be subject to the provisions of this article.

17.6.2 Tenured members on the basis of length of full-time service in the affected department.

17.7 The following procedures shall govern the case of any member whose separation is recommended by the President of an affected university.

17.7.1 Prompt notice of the recommendation to separate from employment will be given.

17.7.2 The member given such notice shall have the right to a hearing for the sole purpose of presenting such personal information as deemed pertinent to the situation before the President. The member may be accompanied by a representative of choice. In any event, CSU-AAUP shall be entitled to have a representative present.

17.8 In cases of separation under this article the following standards of final notice or pro-rata severance salary and fringe benefits in lieu thereof shall apply; in the first year of service, three (3) months; in the second year of service, six (6) months; and after the second year of service, one (1) year.

17.9 Filling of Positions Terminated Because of Retrenchment

No position eliminated under this article shall be reestablished and filled in the same department or similar program in another department on either a full-time or FTE part-time basis until at least three (3) years have elapsed, unless the person who was separated and is qualified as determined by the Academic Dean after consultation with the department has been offered reappointment and has not accepted it. Persons who are so separated are required to keep the President informed of their address for a period of three (3) years. Offers of reappointment shall be in inverse order of separation and shall be sent by registered mail, return receipt requested, to the address last filed with the President. Failure to accept an offer within thirty (30) days of the time it was mailed by the University shall be taken to mean that the offer is rejected, and the President shall be free to offer the position to another person.

17.10 This article is grievable to arbitration only on procedural grounds.

ARTICLE 18
CSU-AAUP RIGHTS

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

18.2 The Board shall promptly notify CSU-AAUP of all changes in membership of the bargaining unit and the reasons for such changes. The lecturer roster including but not limited to names and addresses of members, employing university, salary group and salary, and work load shall be provided to CSU-AAUP not later than six (6) weeks after the beginning of fall and spring semesters and promptly when it becomes available for Summer Session(s).

18.3 Access to Services

The bargaining agent shall have reasonable access to university duplicating, printing, mail, photographic and food services, bulletin boards, facilities, telephone service, and audiovisual equipment as may be specifically requested by the bargaining agent in writing subject to the constraint that providing such services does not interfere with scheduled university activities and responsibilities. The direct cost for such services shall be reimbursed to the University either through direct provision or replacement of supplies used or by payment upon issue of a proper invoice. The bargaining agent shall indemnify the University for any damage to equipment occurring during 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 placed in writing, (2) the bargaining unit provides its own systems, programming and supplies, (3) the University operates the equipment, and (4) the data so generated will be made available to the Board.

18.4 Parking Privileges

Employees of CSU-AAUP shall have the same parking privileges at the universities as members of the bargaining unit. Full-time CSU-AAUP staff shall be treated the same as members for the purposes of Art. 13.13.

18.5 Office Space

The Board agrees to provide CSU-AAUP with reasonable office space at each university.

18.6 Leave with Pay to Attend Conferences

The Board agrees to provide leave with pay for up to twenty (20) person days per academic year to enable AAUP delegates designated by CSU-AAUP to attend official collective bargaining meetings or conferences. Members in the same

department may attend the same meeting or conference with the consent of the department Chairperson, or in the case of Coaches, non-instructional Athletic Trainers, Librarians and Counselors, the Director, who shall secure the concurrence of the appropriate Dean or Vice President. Delegates shall inform the department Chairperson, or in the case of Coaches, non-instructional Athletic Trainers, Librarians and Counselors, the Director, at least fifteen (15) calendar days in advance. In an emergency situation where a member is unable to provide the fifteen (15) day notice, the member must obtain the consent of the department Chairperson, or in the case of Coaches, non-instructional Athletic Trainers, Librarians and Counselors, the Director and the appropriate Dean or Vice President.

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

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

18.8 Released Time for AAUP Activities

The Board agrees to provide released time to each university chapter each semester for officers or designated members, divided at chapter option, as follows: CCSU 6, ECSU 4.5, SCSU 6, and WCSU 4.5 load credits.

In addition, a total of fifteen (15) load hours shall be provided for CSU-AAUP officers or designated persons each semester divided at CSU-AAUP option.

No two members of the same department at the same university shall receive released time pursuant to this article during the same period unless prior approval is granted by the appropriate Dean.

ARTICLE 19
RIGHTS AND RESPONSIBILITIES

19.1 Statutory Responsibilities of the Board

It is recognized by all parties that, pursuant to Secs. 10a-87 through 10a-89 CGS, the Board of Regents is the state agency solely responsible for overseeing the administration and allocation of all authorized appropriations; and for maintaining and operating The Connecticut State University System. 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; to develop educational mission; to approve educational programs; to establish new facilities; to determine staffing requirements; to determine the number and location of facilities; to determine within limitations of the General Statutes, whether the whole or any part of an operation shall continue to operate, and 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; and in all matters properly reserved to management to have the necessary freedom to require performance to insure an efficient and effective operation, and to strive consistently for excellence in pursuit of the educational objectives of the Board.

19.2 The System Office professional staff, the Presidents of the universities, and their designated administrators have the right and responsibility for the implementation of the Regents' policies, including the right to approve or disapprove all legislation, constitutions and bylaws of university organizations, subject to the provisions of this Agreement.

19.3 Except as specifically modified by an express provision of this Agreement, it is also recognized that none of the rights reserved exclusively to the Board of Regents shall be subject to the grievance procedure of this Agreement.

ARTICLE 20
CSU-AAUP DUES, AGENCY SHOP FEE AND CHECKOFF

20.1 Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of CSU-AAUP designated as the exclusive bargaining agent.

20.2 The Board shall deduct from each salary payment payable to a member of CSU-AAUP a sum equal to one-twenty-sixth (1/26th) of the annual charges for dues and pay such monies to CSU-AAUP, within two (2) weeks after the Comptroller has forwarded said monies to the universities. Both parties to this Agreement recognize that a percentage dues structure may be applied such that the amount withheld varies with changes in base salary. CSU-AAUP shall provide to the corresponding agency payroll a list of all employees who have authorize dues deduction in a format dictated by the Agency. Biweekly, CSU-AAUP shall provide a report of dues deduction changes including any "starts and stops." By providing such list, CSU-AAUP certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the Board, in writing, of any revocations of said authorizations and the effective date of the same.

20.3 The Board shall not be obligated to deduct from unit members' pay dues for employee organizations other than CSU-AAUP.

ARTICLE 21
MEET AND DISCUSS

Upon either party's request, the President or designee and AAUP Chapter President or designee shall meet at least monthly at a mutually agreeable time and place to discuss matters of concern, unless they agree otherwise. Special meetings may be called in emergency situations at times mutually agreeable to the parties. These same procedures and time limits shall also apply to the BOR President and the President of CSU-AAUP. Similarly, a joint meeting of CSU-AAUP and Chapter Presidents with the Connecticut State University and University Presidents shall be convened each year at the request of either party. In addition, representatives of CSU-AAUP shall be entitled to appear, upon request, before the Finance and Administration Committee of the Board on matters related to terms and conditions of employment after submitting a brief written statement of their concerns and obtaining an approved agenda schedule. Similarly, CSU-AAUP shall be entitled to appear on the same basis and under the same conditions as other duly authorized organizations before any appropriate Board committee. The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining negotiations.

ARTICLE 22
SEPARABILITY

In the event that, notwithstanding the provisions of Secs. 5-270 - 5-280 CGS, 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 CSU-AAUP, commence immediately to negotiate substitute provisions for all such affected provisions. If the legal impediment to the enforcement of the original contract provision(s) is removed prior to agreement on substitute provisions, the original provision(s) shall immediately become effective. In such event, to the extent that it is lawful, any affected provisions involving salary, monetary payments, or fringe benefits shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the most current date.

ARTICLE 23
MINIMUM TERMS

This agreement states the minimum terms and conditions for employment of a member of the bargaining unit, and the Board of Regents shall not employ bargaining unit members on terms other than those stated herein without the written consent of the affected individual and the CSU-AAUP.

ARTICLE 24
SUCCESSORSHIP PROVISION

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

ARTICLE 25
TERM OF AGREEMENT

25.1 This Agreement represents the results of collective bargaining pursuant to Secs. 5-270 - 5-280 CGS and shall be in effect from August 27, 2021 to August 26, 2025.

25.2 The parties further agree that negotiations for a successor collective bargaining agreement shall commence on or before October 1, 2024. Prior to the commencement of negotiations, the parties shall exchange proposals with respect to any provisions of this Agreement as to which modification will be sought, as well as any proposals for new articles or sections. Those provisions not opened by said notices, or by subsequent mutual agreement, shall automatically become part of any successor agreement. The parties further agree that should they be unable to reach agreement on any of the open issues, an arbitration hearing shall commence on or before March 1, 2025.

ARTICLE 26
DISTRIBUTION OF AGREEMENT

The Board shall arrange to have this Agreement printed within ninety (90) days of Legislative approval in suitable form and with sufficient copies for distribution to all full-time members of the bargaining unit, management representatives, and further to place ten (10) copies in each of the individual university libraries for reference purposes. The Agreement shall also be available online at the CSU website. Part-time members shall be provided with a hard copy, upon request of their university Human Resources Office. 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 determined by the Board of Regents in consultation with the designated representative of CSU-AAUP and will be in compliance with State requirements for printing and publications.

APPENDIX A-1
LETTER OF REGULAR APPOINTMENT

(Date)

Dear_____:

In accordance with Board policy, I am pleased to offer you appointment to the full-time, tenure track position of _____ at _____ Connecticut State University in the (department or area). This appointment is for the _____ academic term and begins on _____ and ends on _____.

Your appointment is governed by applicable provisions of the enclosed Collective Bargaining Agreement, as well as University policies. For further details on the status of appointments, please read Article 4 of the Collective Bargaining Agreement. In accordance with state payroll procedures, your biweekly salary rate will be _____ (annualized _____).

Subject to conditions of Articles 4.7 and 4.11.9 of the contract, it is expected that, as part of your conditions of employment,

(optional paragraph:) This appointment is made contingent upon official documentation that you currently possess an earned _____ degree(s) from regionally accredited institution(s). Please provide an official transcript of all academic work completed no later than _____. Failure to provide the above documentation will void this offer.

Please indicate your acceptance of this offer by returning the signed original of this letter to the President (or Chief Human Resources Officer depending on local practice) within fourteen (14) days of the date of this letter. Should your acceptance not be received by then, this offer will expire.

I look forward to our association with you at _____ Connecticut State University.

Sincerely,

President

I accept this offer of appointment.

_____ _____

Signature Date

APPENDIX A–1a
LETTER OF REGULAR, OFF-SCHEDULE, APPOINTMENT

(Date)

Dear _____:

In accordance with Board policy, I am pleased to offer you appointment to the full-time, tenure track position of _____ at _____ Connecticut State University in the (department or area). This appointment is for the _____ academic term and begins on _____ and ends on _____.

Your appointment is governed by applicable provisions of the enclosed Collective Bargaining Agreement, as well as University policies. For further details on the status of appointments, please read Article 4 of the Collective Bargaining Agreement. In accordance with state payroll procedures, your biweekly salary rate will be _____ (annualized _____). Because you have a choice in distribution of your Spring semester's salary, please return the accompanying form indicating your choice of method of pay.

Subject to conditions of Articles 4.7 and 4.11.9 of the contract, it is expected that, as part of your conditions of employment, you (special conditions if any).

(optional paragraph:) This appointment is made contingent upon official documentation that you currently possess an earned _____ degree(s) from regionally accredited institution(s). Please provide an official transcript of all academic work completed no later than _____. Failure to provide the above documentation will void this offer.

Please indicate your acceptance of this offer by returning the signed original of this letter to the President (or Chief Human Resources Officer depending on local practice) within fourteen (14) days of the date of this letter. Should your acceptance not be received by then, this offer will expire.

I look forward to our association with you at _____ Connecticut State University.

Sincerely,

President

I accept this offer of appointment.

_____ _____

Signature Date

APPENDIX A–1b
SALARY INFORMATION FOR TEACHING FACULTY NEWLY APPOINTED EFFECTIVE IN A SPRING SEMESTER

For state payroll and collective bargaining purposes, faculty salaries are paid biweekly and this fact can cause some confusion.

Teaching faculty newly appointed effective in a spring semester normally receive their first pay check on the first pay date Friday following February 3. Because there are sixteen (16) biweekly periods from this time until the first pay date for the fall semester, and because the state will not advance salary for services not yet rendered, members newly appointed in the spring cannot be paid (for spring semester's service only) in the same manner as those newly appointed in a fall semester.

The Agreement provides two alternatives for payment of your spring semester's salary: (a) you may elect to receive thirteen (13) biweekly payments, each equal to 1/26 of your annual salary and totaling 1/2 your annualized salary. In this case, you will receive no pay for six (6) weeks during the summer; or (b) you may elect to receive sixteen (16) biweekly payments, each equal to 1/32 of your annual salary totaling 1/2 your annualized salary, spreading salary payments across the summer until your pay for the ensuing academic year begins. In either instance, your benefits continue with no break, and you synchronize with the regular continuous pay method as of the beginning of the fall semester.

Please elect one of the pay methods and return this form to the Human Resources Office

_____ I elect to receive my Spring _____ semester's salary in thirteen (13) equal biweekly payments at the rate identified in my letter of appointment. I realize that I will receive no paychecks for six (6) weeks prior to the beginning of payments for the fall semester.

_____ I elect to receive my Spring _____ semester's salary in sixteen (16) equal biweekly payments. I realize that these checks will be for less than the biweekly pay rate identified in my letter of appointment.

_____ _____

Signature Date

APPENDIX A–2
LETTER OF SPECIAL APPOINTMENT

(Date)

Dear _____:

In accordance with Board policy, I am pleased to offer you appointment to the full-time position of _____ at _____ Connecticut State University in the (department or area). This appointment is for the _____ academic term and begins on _____ and ends on _____. This is a special appointment _____ (Specify purpose of special appointment as described in Article 4.8.2.) pursuant to the current Collective Bargaining Agreement which is not "tenure track."

Your appointment is governed by applicable provisions of the enclosed Collective Bargaining Agreement as well as, University policies. For further details on the status of appointments, please read Article 4 of the Collective Bargaining Agreement. In accordance with state payroll procedures, your biweekly salary will be _____ (annualized _____).

Subject to conditions of Articles 4.7 and 4.11.9 of the contract it is expected that, as part of your conditions of employment, you (special conditions if any).

(optional paragraph:) This appointment is made contingent upon official documentation that you currently possess an earned _____ degree(s) from regionally accredited institution(s). Please provide an official transcript of all academic work completed no later than _____. Failure to provide the above documentation will void this offer.

Please indicate your acceptance of this offer by returning the signed original of this letter to the President (or Chief Human Resources Officer depending on local practice) within fourteen (14) days of the date of this letter. Should your acceptance not be received by then, this offer will expire.
I look forward to our association with you at _____ Connecticut State University.

Sincerely,

President

I accept this offer of appointment.

_____ _____
Signature Date

APPENDIX A–2a
LETTER OF SPECIAL, OFF-SCHEDULE, APPOINTMENT

(Date)

Dear _____:

In accordance with Board policy, I am pleased to offer you appointment to the full-time position of _____ at _____ Connecticut State University in the (department or area). This appointment is for the _____ academic term and begins on _____ and ends on _____. This is a special appointment _____ (Specify purpose of special appointment as described in Article 4.8.2.) pursuant to the current Collective Bargaining Agreement which is not "tenure track."

Your appointment is governed by applicable provisions of the enclosed Collective Bargaining Agreement, as well as University policies. For further details on the status of appointments, please read Article 4 of the Collective Bargaining Agreement. In accordance with State payroll procedures, your biweekly salary will be _____ (annualized _____). Because you have a choice in distribution of your spring semester's salary, please return the accompanying form indicating your choice of method of pay.

Subject to conditions of Articles 4.7 and 4.11.9 of the contract it is expected that, as part of your conditions of employment, you (special conditions if any).

(optional paragraph:) This appointment is made contingent upon official documentation that you currently possess an earned _____ degree(s) from regionally accredited institution(s). Please provide an official transcript of all academic work completed no later than _____. Failure to provide the above documentation will void this offer.

Please indicate your acceptance of this offer by returning the signed original of this letter to the President (or Chief Human Resources Officer depending on local practice) within fourteen (14) days of the date of this letter. Should your acceptance not be received by then, this offer will expire.
I look forward to our association with you at _____ Connecticut State University.

Sincerely,

President

I accept this offer of appointment.

_____ _____
Signature Date

APPENDIX A–3a

NON-RENEWAL LETTER
FIRST YEAR

(Date)

Dear _____:

In accordance with provisions of the CSU-AAUP/Board of Regents Collective Bargaining Agreement, I am informing you that your appointment as_____ at _____ Connecticut State University will expire on _____ and will not be renewed beyond that date.

Thank you for your service to _____ Connecticut State University.

Sincerely,

President

cc:

APPENDIX A–3b
FINAL APPOINTMENT LETTER
SECOND THROUGH FIFTH YEAR

(Date)

Dear _____:

I am writing to inform you of my decision not to renew your appointment as _____ at _____ Connecticut State University. In accordance with Article 4.8.3 of the CSU-AAUP/Board of Regents Collective Bargaining Agreement, your final appointment to the instructional faculty commences on _____ and terminates on _____. This final appointment is made pursuant to the current Collective Bargaining Agreement and carries no expectation of reappointment.

Please indicate your acceptance of this appointment by returning the signed original of this letter to me within fourteen (14) days of the date of this letter.

Thank you for your service to _____ Connecticut State University.

Sincerely,

President

cc:

I accept this final appointment.

_____ _____
Signature Date

APPENDIX A–3c
NEGATIVE TENURE DECISION LETTER
END OF SIXTH YEAR

(Date)

Dear _____:

I am writing to inform you that you will not be granted tenure at Connecticut State University.

In accordance with Article 4.8.3 of the CSU-AAUP/BOR Collective Bargaining Agreement, I am offering you a final appointment commencing on _____ and terminating on _____. This is a final appointment pursuant to the current Collective Bargaining Agreement and carries with it no expectation of reappointment.

Please indicate your acceptance of this appointment by returning the signed original of this letter to me within fourteen (14) days of the date of this letter.

Thank you for your service to the University.

Sincerely,

President

cc:

I accept this final appointment.

_____ _____
Signature Date

APPENDIX A–4a
LETTER OF DEFINED TERM APPOINTMENT
HEAD COACH AND
NON-INSTRUCTIONAL ATHLETIC TRAINERS

(Date)

Dear _____:

In accordance with board policy, I am pleased to offer you appointment to the full-time position of _____ at _____ Connecticut State University. This appointment commences on _____ and ends on _____.

Your appointment is governed by applicable provisions of the enclosed Collective Bargaining Agreement, as well as University policies. For further details on the status of appointments, please read Article 6 of the Collective Bargaining Agreement. In accordance with State payroll procedures, your biweekly salary will be _____ (annualized _____).

Subject to conditions of Article 4.7 of the contract it is expected that, as part of your conditions of employment, you (special conditions if any).

Please indicate your acceptance of this offer by returning the signed original of this letter to the President (or Chief Human Resources Officer depending on local practice) within fourteen (14) days of the date of this letter. Should your acceptance not be received by then, this offer will expire.

I look forward to our association with you at _____ Connecticut State University.

Sincerely,

President

I accept this offer of appointment.

_____ _____
Signature Date

APPENDIX A–4b

LETTER OF DEFINED TERM APPOINTMENT
ASSISTANT COACH

(Date)

Dear _____:

In accordance with Board policy, I am pleased to offer you appointment to the full-time position of _____ at _____ Connecticut State University. This appointment commences on _____ and ends on _____. In addition, if the head coach leaves for any reason before the end of this contract term, this contract may be terminated. In the event that management decides to terminate this contract prior to the end of the contract term, you will be paid the value of the remainder of this contract, in accordance with Article 6.2.1 of your collective bargaining agreement.

Your appointment is governed by applicable provisions of the enclosed Collective Bargaining Agreement, as well as University policies. For further details on the status of appointments, please read Article 6 of the Collective Bargaining Agreement. In accordance with state payroll procedures, your biweekly salary will be _____ (annualized _____).

Subject to conditions of Article 4.7 of the contract it is expected that, as part of your conditions of employment, you (special conditions if any).

Please indicate your acceptance of this offer by returning the signed original of this letter to the President (or Chief Human Resources Officer depending on local practice) within fourteen (14) days of the date of this letter. Should your acceptance not be received by then, this offer will expire.
I look forward to our association with you at _____ Connecticut State University.

Sincerely,

President

I accept this offer of appointment.

_____ _____
Signature Date

APPENDIX B

LETTER OF TENURE

(Date)

Dear _____:

I am pleased to advise you that the Board of Regents has approved my recommendation that you be granted tenure at _____ Connecticut State University, effective _____.

The award of tenure is a significant milestone in your professional career of which you should be duly proud. This award of tenure is based on your fine service to the University and the academic community of which you are a part and denotes the University's expectation of the continuation of your exemplary performance in the years to come.

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

Sincerely,

President

APPENDIX C
CONNECTICUT STATE UNIVERSITY
CSU-AAUP GRIEVANCE FORM
Case #_____

Please print or type all information. Be sure to review Article 15, Grievance Procedure, before submitting a formal grievance.

Name of Grievant_____University_____
Department_____Rank_____This Date_____
Date of Alleged Violation_____Dept. Phone_____
Date of Your First Knowledge of Violation_____
Specific Contract Provision(s) Allegedly Violated_____

Statement of Grievance. Explain the act or omission which you are grieving, including the date when you first learned the problem existed, and, if different, the date when it occurred. Be sure to cite contract clauses and/or procedures or prescribed criteria rules established expressly pursuant to this Agreement and explain how they were violated. State the remedy requested. Place the statement on an 8 1/2" x 11" sheet of paper.

Attach your statement to this form. Mark attachment #1 AAUP or BOR.

I hereby declare that all statements made herein are true and accurate to the best of my knowledge. Under the terms of the CSU-AAUP/BOR contract, an individual may file a grievance and be represented in the matter by the chapter assigned grievance officer or grievance committee member. Under such circumstances assigned grievance officer or committee member will consult with the grievant and may ultimately recommend settlement of the grievance in the best interest of CSU-AAUP and the particular grievant. Grievants may also represent themselves in grievances according to contract provisions. In such cases the CSU-AAUP grievance officer will be informed of the progress of the case and be an observer at any meeting concerning the matter.

I desire representation in this grievance as follows:
☐ I shall represent myself in the attached grievance.
☐ My representative will be _____
AAUP Chapter Representative

_____ _____
Signature of Employee Signature of Representative

Date Filed at Step 1. _____
Assigned to ☐Dean or ☐VP (by Chief Human Resources Officer)

Answer at Step 1 (Dean or VP) Statement attached? Yes ☐ No☐
Mark attachment #2 AAUP or BOR

_____ _____ _____
Signature of Dean or VP Date of Meeting, if any Date of Response

☐ I acknowledge settlement of my grievance
☐ I appeal decision and request review and response at next step

_____ _____
Signature of Employee Signature of AAUP Chapter Rep.

Date filed at Step 2. _____
Answer at Step 2 (Presidents) Statement attached? Yes ☐ No☐
Mark attachment #3 AAUP or BOR

_____ _____ _____
Signature of University President/Designee Date of Meeting, if any Date of Response

_____
Signature of AAUP Chapter President/Designee

☐This response settles the grievance
☐The parties have failed to agree and forward to the next step

_____ _____
Signature of Employee Signature of AAUP Chapter Rep.

Date filed at Step 3. _____

APPENDIX D
PART-TIME FACULTY APPOINTMENT LETTER

(Date)

Dear _____:

In accordance with Board policy, I am pleased to offer you a part-time appointment for the coming academic semester to teach or engage in other activities as listed below:

Course/Activity	Period	Credit	Load Rate	Room	Time

Your total compensation for the above assignment will be _____, based upon your classification as _____. (See Article 12.8 of the Collective Bargaining Agreement). Please note that you may be employed in the Connecticut State University System for no more than 8.75 load credits in a semester (see Article 1.6.2 of the CBA).

This offer is contingent upon adequate course enrollment and the unavailability of regular, full-time faculty. In addition, any unanticipated absence of financial resources may be the basis for ending this appointment at any time.

If you are currently employed or expect to be employed by the State of Connecticut or by any state institution in any capacity (full-time or part-time, teaching or otherwise), you must notify this office in writing within five (5) working days. If you are so engaged in other state employment, please certify below and submit the enclosed state dual employment form to this office. Failure to provide this information may result in loss of employment and/or benefits.

(Language here restricted to local housekeeping items is permissible but must avoid any conflict with the Collective Bargaining Agreement.)

Should you find it necessary to deviate from the official class schedule or be absent from any class meeting, please obtain approval in advance from the department chair or the dean of the _____. When advance approval is impossible to obtain, please notify the Dean of the _____ as soon as possible.

If the above offer is acceptable, please sign the original below and return it to my office. I look forward to our association with you at _____ Connecticut State University.

Sincerely,

_____

cc: Chief Academic Officer, Dean of School
Department Chair, Personnel File

_____ I certify that I am not an employee of another State of Connecticut agency during the period of this appointment.

_____ I am an employee of _____, a State of Connecticut agency during the period of this appointment and will complete and submit the dual employment form (copy enclosed) within five (5) working days.

I accept the above appointment with the conditions specified.

Signature_____

Address_____

_____

Phone_____

APPENDIX E

INTELLECTUAL PROPERTY AND THE USE OF INFORMATION TECHNOLOGY*

All members are authorized to use Connecticut State University computer equipment for private academic research and writing on their own time when such use does not interfere with the needs of the University and subject to all other conditions of access to University computer facilities as may be established from time to time. The following provisions shall apply to the traditional products of faculty scholarly or creative activity, which shall include, but not be limited to, those products created, in whole or in part, transmitted, or modified using university information technology.

1. Traditional faculty products of scholarly or creative activity that have customarily been considered to be the restricted property of the author shall be owned by the author regardless of the medium of the work. Such traditional products include, but are not limited to, journal articles, textbooks, monographs, works of art including paintings and sculptures, musical compositions, computer programs and other digital code, syllabuses, and all other materials generated for the purposes of instruction or scholarship.

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

3. The University shall make no claim for recompense for use of university computer equipment for word processing and preparation of manuscripts.

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

5. Computer software products created for research in a discipline and/or instructional use, not covered by 4 above, shall belong to the creator subject to the following restrictions:

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

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

6. Other computer software products created using University computer equipment, not covered by 4 and 5 above, shall be provided to the University for its perpetual use at no cost. The creator of such computer software products shall provide the University one copy complete with documentation, of the creation.

7. Members retain ownership of their own copyrightable works unless the work is subject to a separate written agreement that requires assignment to the University or to a third party. In the case of such assignment, in whole or in part, to the University, the member shall retain the right to use the material for his or her own use.

8. Royalties earned from the commercialization of traditional faculty products shall accrue entirely to the member author(s) as personal income, unless an alternate agreement has been established in writing between the member and the University.

9. Disputes concerning the meaning or application of this agreement shall be referred to Step 2 of the applicable Collective Bargaining Agreement grievance procedure. Step 3 shall be the final step in resolving said disputes.

The parties to this agreement encourage all employees to aid and participate in the development and effective use of the University's computer system.

*In revising this article and its subsections during the contract negotiations of 2015-2017, it was not the intent of the parties to supersede any statutory provisions.

APPENDIX F

DISCRIMINATION, AFFIRMATIVE ACTION, AND SEXUAL MISCONDUCT COMPLAINT PROCEDURE ELEMENTS

Discrimination, Affirmative Action, and Sexual Misconduct Complaint Procedures shall include the following:

1. The complainant and respondent shall have the right to representation and shall be afforded due process.
2. The respondent shall receive a copy of the written complaint when it is filed and the complainant shall receive a copy of the written response, if any.
3. The timelines shall be consistent with state law.
4. Each procedure shall provide for an appeal panel which is composed in part of a constituency of each party to the complaint.
5. The complainant and the respondent shall have access to all documents presented to or considered by the panel, with the exception of documents that the Administration determines cannot be disclosed due to applicable legal requirements or other countervailing interests. To the extent that any evidence is withheld from the complainant or respondent, the Administration shall provide a written explanation of the reason for the failure to disclose such evidence. If the evidence is withheld due to legal requirements, the Administration will provide the member and the CSU-AAUP with citation to applicable legal authority. In any event, the Administration shall, to the extent allowed by applicable law, provide redacted copies of any such documents. No evidence withheld from disclosure during this process may be used as a basis for disciplinary action nor may be used as a basis for any ultimate finding of discrimination or sexual misconduct unless it is provided to the member and the CSU-AAUP prior to the issuance of a final decision on the complaint and/or a notice of intent to discipline pursuant to Article 16.6.2 or 16.6.3.
6. Training shall be provided for all those who serve on the appeal panel.
7. The panel shall make recommendations to the respective University President.
8. The complainant and respondent, unless prohibited by law, shall be notified of the outcome of the complaint.
9. Any contested disciplinary action shall be pursued through Article 16.

APPENDIX G

SIDE LETTER CONCERNING ARTICLE 9.4.4 – ELECTRONIC MAIL

This is to confirm that the University does not currently engage in any routine monitoring of the electronic mail of bargaining unit members and has no present intent to make use of any known software products for that purpose. Further, the University acknowledges that it has an obligation to notify and bargain with CSU-AAUP in accordance with the Labor Board's decision in Case #SDR-22,786 prior to the implementation of any such monitoring. It is understood, however, that metadata concerning the use of information technology infrastructure, which includes electronic mail, are routinely collected for the purpose of recording usage and utilization.

APPENDIX H

The Collective Bargaining Agreement was negotiated by the parties with agreement reached on March 9, 2022, and was approved by the legislature on April 22, 2022, pursuant to CGS 5-278(b).

Negotiators for the Board

Benjamin Barnes, Chief Negotiator
CSCU VP Administration, Chief Financial Officer

Anna Suski-Lenczewski, CCSU
Chief Human Resources Officer
Fred Cratty, WCSU
Chief Human Resources Officer
Michelle Brown, WCSU, Dean, Macricostas School of Arts & Sciences
Stephen Hegedus, SCSU, Dean, College of Education
Mark Rozewski, SCSU, Vice President, Finance & Administration
Maria Weinberger, ECSU, Associate Vice President Employee & Labor Relations

Negotiators for CSU-AAUP

Patricia O'Neill, Chief Negotiator
President, CSU-AAUP
Psychology, WCSU
Gregg Adler, CSU-AAUP Counsel
Paul Filson, CSU-AAUP Director of Union Organization

Gregory Adams, Psychology, SCSU
Carol Austad, Psychology, CSU
Professor, CCSU
Christine Barmon, Sociology, CCSU
Jay Brower, Communication and Media Arts, WCSU
Aaron Clark, Mathematics, SCSU
Kelly Copeland, Counseling, WCSU
Christopher Doucot, Sociology
Michael Gendron, Management Information Systems, CCSU
Sean Grace, Biology, SCSU
Kris Jacobi, Library Services, ECSU
Casey Jordan, Law and Justice Administration, WCSU
Kevin Kean, Psychological Science, CCSU
Nicole Krassas, Political Science, ECSU
Gladys Labas, Educational Leadership and Policy Studies, SCSU
Lyndsey Lanagan-Leitzel, Psychological Science, ECSU
Michael Lewis (12/01/2020 – 5/31/21), Writing, WCSU
Rotua Lumbantobing, Economics, WCSU
Sabrina Marquez, Art, WCSU
Kristen Morgan, Theatre, ECSU
Diana Pepin, Coach IV, Softball, ECSU
Gregory Robbins, Management, SCSU
Jeff Schlicht, Health Promotion and Exercise, WCSU
Brian Stevens, Library Services, WCSU
Kari Swanson, Library Services, SCSU
Joan Vecchia, Sociology, WCSU
Louise Blakeney Williams, History, CCSU
Jordan Youngblood, English, ECSU

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