

TENTATIVE AGREEMENT
BETWEEN
STATE UNIVERSITY ORGANIZATION OF ADMINISTRATIVE FACULTY
AND
BOARD OF REGENTS FOR HIGHER EDUCATION

ARTICLE 1
DEFINITIONS

SECTION 1.2 The Connecticut State University

The sSystem including Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, and Western Connecticut State University **and the System Office** (including any laboratory schools, branches, divisions, or subdivisions thereof), both individually and collectively. The term "University" may denote one or all of the particular Universities within the system except where the Connecticut State University as a whole is specifically cited.

ARTICLE 2
RECOGNITION OF SUOAF-AFSCME

ARTICLE 2 — RECOGNITION OF SUOAF-AFSCME

The Board recognizes SUOAF-AFSCME as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for all administrative faculty members employed by the State of Connecticut at the State Universities and all job classifications placed in the bargaining unit by the Connecticut State Labor Relations Board in Case Nos. SE-3354, SE-3373, SE-3372, and SE-3334 dated May 25, 1976. Specifically excluded from the unit are those in the position of State University President, Vice President, Dean, statutory exclusions pursuant to CGS 5-270 to 5-280, other employees of the Board, and the following positions: Executive Assistant to the President (each university), Director of Research (each university), Director of Institutional Safety (each university), Directors of Plant Planning and Maintenance (Eastern Connecticut State University only), Director of Development (Eastern Connecticut State University only).

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

While Management retains the right to meet with individuals to hear views on any matters, it is agreed that Management will not negotiate individually with any administrative faculty member or with any other organization pertaining to matters of wages, hours, and conditions of employment of a bargaining unit member **nor will management request or designate a member**

to do so on their behalf. The Board will not employ a member on terms less favorable than those stated herein.

ARTICLE 3 **NON-DISCRIMINATION**

SECTION 3.1

The Board of Trustees and SUOAF-AFSCME agree that no member of the bargaining unit shall be discriminated against in violation of federal or state statutes, such as discrimination based on race, color, religious creed, age, sex, marital status, sexual orientation, national origin and disability or any other protected class as recognized by Connecticut state law. Violations of this section shall be grievable but not arbitrable. Any claim of violation may be filed through the Commission on Human Rights and Opportunities (CHRO) or any appropriate legal forum.

3.2 The parties to this agreement recognize the compelling need to increase the minority proportion of bargaining unit members to more closely approximate the racial and ethnic diversity of the population of our state and nation.

Notwithstanding other provisions, if any, in this Agreement to the contrary, the following affirmative programs and actions are adopted to increase the proportion of minority bargaining unit members.

The President/Chancellor shall bring into being a Minority Recruitment and Mentoring Committee under the direction of the Affirmative Action Officer. The committee shall have a minimum of two minority bargaining unit members. The Committee shall be charged with the responsibility for identifying and recommending qualified minority candidates to search committees after the promotional process in Article 10 has been followed. Travel and associated costs for this effort approved by the Affirmative Action Officer may be charged to the University's budget.

The Minority Recruitment and Mentoring Committee shall ensure that mentoring arrangements are available for newly appointed minority employees. The mentors shall be charged with responsibility for enhancing the professional development of minority employees during the first ~~1-3 years of their appointment(s).~~ 1-6 years of employment and/or during the first 3 years in a new position or reassignment. Costs of this effort, which may not include any salary payment for the mentor(s) or related personnel, may be charged to the support fund described below.

When direct continuing support for obtaining credentials/qualifications is provided to appointees, it shall be part of individual agreements prescribing the support accepted by the appointee and specifying that the appointee will remain with CSU for an appropriate interval after the support has ended. Such agreements shall require the approval of the university President/Chancellor. The existence or substance of a mentoring agreement is not to be considered in an appointee's evaluation pursuant to Article 19.

The continuation of a mentoring agreement is conditioned upon the appointee's renewal of appointment pursuant to Article 14.

Funding for the mentoring program shall be available in proportion to university bargaining unit membership.

Funding for this program shall be .0261 of the aggregate biweekly salary of bargaining unit members based on an April payroll listing. Unexpended funds shall roll over for use in succeeding fiscal years. The Board shall provide the union with a report detailing all expenditures under this program annually.

Together the parties agree to promulgate principles that seek to insure affirmative action within the Connecticut State University. The parties further agree to the universities' policy on racism, sexual harassment and other acts of intolerance. This section is not grievable.

ARTICLE 5 — UNION RIGHTS

5.1 Employees shall have the right to join and participate in, or to refrain from joining and participating in SUOAF-AFSCME. There shall be no discrimination, interference, restraint, or coercion by the Universities or SUOAF-AFSCME against any employee because of membership or non-membership in the Union. The Board further agrees that it will not restrict or impair the rights of the administrative faculty to bargain through its representatives on questions of wages, hours, and other conditions of employment, or to engage in other concerted activities for the purpose of collective bargaining.

5.1.1 The Board agrees to provide ~~a copy of this Agreement to~~ all new administrative faculty members with a link to access this Agreement and shall promptly notify the Union of all changes in the employment status of bargaining unit members and the reason for such changes.

ARTICLE 5 **UNION RIGHTS**

SECTION 5.4/5.6

5.4 The Board agrees to provide the Union with reasonable office space at each State University and the System Office. Employees of the Union shall have the same parking privileges at the State Universities as members of the bargaining unit.

5.6 The Board and SUOAF-AFSCME encourage periodic meetings between the Presidents of Central, Eastern, Southern, ~~and Western,~~ and the System Office, respectively, and SUOAF-AFSCME Chapter Officers and similar meetings of the Chancellor of the Connecticut State University (or designee) and the Executive Officers of SUOAF-AFSCME. The purpose of these

meetings shall be to discuss the overall relationship between the parties to this Agreement. The parties agree and understand that such meetings shall not be used for the purpose of negotiation.

ARTICLE 9 UNIVERSITY PARTICIPATION

~~9.4 Under the President's direction, each University shall prepare, publish, and distribute a handbook to the administrative faculty, which shall contain but not be limited to the following:~~

- ~~• an organizational chart showing the administrative and academic structure of the State University System and of the particular University;~~
- ~~• procedures detailing the channels of communication and decision making among individuals, departments, committees, and governing bodies;~~
- ~~• a complete and current copy of the University Senate bylaws and those of other University bodies.~~

~~The handbook and its contents shall be consistent with and comply with the terms of this Agreement.~~

ARTICLE 10 ADMINISTRATIVE FACULTY RANKS

10.2 All positions within the bargaining unit shall be classified as Administrator I through Administrator VII. The Administrator I rank is comprised of two separate classifications: trainee or working level. The Administrator VII rank shall have differentiated salary ranges to be utilized for University Physician (or similar such position) and Athletic Director (NCAA Division I). This system of administrative faculty ranks shall remain in effect for the Contract term or until changed by mutual agreement.

10.2.3 University Physician The salary range for University Physician (or similar such position where a bona fide mandatory qualification is a medical degree and license to practice medicine) shall have a minimum that is 15% higher than that of rank VII, maximum 13.6% higher than that of rank VII, annual salary to be determined pursuant to Article 29.3.

10.2.4 Athletic Director (NCAA Division I) The salary range for Director of Athletics at a University where the athletic program is a member of Division I of the NCAA shall have a minimum that is 15% higher than that of rank VII, maximum 15% higher than that of rank VII, annual salary to be determined pursuant to Article 29.3.

ARTICLE 11 **VACANCIES**

SECTION 11.2

As soon as Management decides to fill a vacancy in the bargaining unit, **electronic** notice shall be sent to the four universities and the System Office, ~~for posting in designated areas~~. At the same time, each SUOAF-AFSCME Chapter President shall receive a notice of the bargaining unit vacancy.

ARTICLE 15 **CONTINUING APPOINTMENT**

15.1 Definition

The granting of continuing appointment to a member of the administrative faculty shall be analogous to the granting of tenure to an instructional faculty member.

A continuing appointment to the administrative faculty shall be effective until resignation, retirement, or termination for cause. A continuing appointment shall be granted under the terms of this Agreement or by the Board of Trustees, upon the University President's/Chancellor's recommendation.

15.2 Eligibility

A continuing appointment will be granted to administrative faculty members who are employed on a full-time basis under term appointments and who are in Administrative ranks I through VII.

The determination to grant or to deny continuing appointment shall be made no later than the end of the administrative faculty member's sixth (6th) year of full-time service at the University. If continuing appointment is granted, the administrative faculty member will receive such by the end of his seventh year of full-time service at the University. If continuing appointment is denied, the faculty member holding a term appointment shall be timely notified of his non-renewal. Failure to give notice of non-reappointment by the end of the sixth (6th) year of employment under a term contract constitutes the awarding of continuing appointment.

Members may be recommended for continuing appointment regardless of the length of their employment. Failure to grant continuing appointment early is not grievable.

15.2a Within thirty (30) days of the commencement of a member's employment, the member must elect a continuing appointment track or a two (2) year renewable term track. A member must have the opportunity to consult with a union representative prior to making this election. A member will have an additional (30) day opportunity to make a new election with union representation if they change jobs during their career. A member who fails to make a timely election shall default to a continuing appointment. Members who elect two (2) year renewable terms will receive notice in the case of non-renewal as follows: (a) thirty

(30) days if non-renewal occurs during the initial appointment; and ninety (90) days if non-renewal occurs during any subsequent appointment .

15.2.1 During the term appointment period, paid leaves shall not affect continuity of service. Persons with unpaid leaves, pursuant to Article 25, reestablish continuity of full-time service upon return from such leave.

15.2.2 Resignation from the University terminates the term appointment period applicable toward continuing appointment. An administrative faculty member returning to the University after a resignation, however, may request credit toward continuing appointment for his prior service.

15.2.3 Pursuant to Article 13.1, employees on grant-funded appointments are not eligible for continuing appointment.

15.3 Basis for Awarding Continuing Appointment

The assessment of an administrative faculty member's qualifications for continuing appointment shall take into account the following criteria:

- (1) demonstrated knowledge of and effective application of professional skills in the field worked;
- (2) willingness and ability to work constructively with students, University personnel, and the general public;
- (3) quality of participation and professional judgment in University and/or system-wide activities, including committee work and/or advisory service to student and professional colleagues, and similar contributions;
- (4) activities demonstrating professional growth and achievement;
- (5) promise of continued professional growth.

15.4 Denial of a continuing appointment is grievable to Step 2 of the grievance procedure and may be carried forward by mutual agreement only.

15.5 Continuing appointment decisions are made after evaluating a person's performance on a specific campus and giving thoughtful consideration to his ability to advance the goals of the campus involved. Consequently, a continuing appointment is granted in the administrative faculty of a particular University. Nothing in this Agreement shall prevent the transfer of a member's continuing appointment rights in one University of the system to another if the receiving University consents to do so.

15.6 Persons promoted to Management or Confidential Professional unclassified positions, who have previously earned a continuing appointment at a lower rank in the bargaining unit retain the

right to return to the lower rank and to again take up their continuing appointment for a period of three (3) years from the date of promotion. Former SUOAF members promoted into and holding Management or Confidential Professional unclassified positions prior to July 1, 2001, retain their return rights. No return shall cause the removal of a current bargaining unit member from his position.

15.7 When a member within SUOAF or AAUP with tenure or continuing appointment transfers from one unclassified bargaining unit to another, conditions of the transfer, and possible return, shall be negotiated in advance with all affected bargaining units. Any resulting written agreement shall prevail over the provisions of any contract then in effect.

15.8 An administrative faculty member who was granted tenure prior to June 13, 1975, or who elected to be considered for tenure under the 1971 Personnel Policies, pursuant to the 1975 Personnel Policies, will continue to hold tenure.

15.9 Emeritus status shall be awarded to administrative faculty members holding continuing appointment at the University recommending the title who have retired in accordance with the provisions of State Statutes. Emeritus status is awarded by the Board of Trustees upon recommendation by the University President. Emeriti shall be accorded at least the following privileges: desk space if available, full use of the library, catalog listing, a printed certificate, professional use of the title, invitations to University functions, course privileges available pursuant to Article 22 and inclusion on the mailing list for all University publications.

ARTICLE 16 **WORKLOAD**

Section 16.8 (NEW SECTION)

16.8.1 Telecommuting

The President or his/her designee may authorize an individual to perform work from a remote site. Telecommuting is by mutual agreement only.

The employee must have internet and telephone access at the employee's expense at the proposed telecommuting site.

The employee must have a job function acceptable for telecommuting, ie- one that can be performed at a remote site without diminishing the quality of the work, the availability of services, or disrupting the productivity of an office.

16.8.2 Approval.

A request for a telecommuting agreement must first be completed by the member and is forwarded to his/her immediate manager for discussion and approval. If approved by the immediate supervisor, the request for approval will be sent to the Vice President, Associate Vice President or CIO responsible for the member's functional area. If approved at that level, the request shall then be sent to the President or his/her designee, generally the Chief Human Resources Officer for final approval. An employee for whom an agreement has

been approved shall not provide day care services while telecommuting. A telecommuting agreement shall be for a period not to exceed three months.

The operational needs of the System take precedence over telecommuting agreements. A telecommuting employee must forego telecommuting if needed in the office on a regularly scheduled telecommuting day, but the individual should be given as much notice as is reasonably possible. A supervisor may allow for flexibility in scheduling the specific days of the week used for telecommuting and allow week-to-week flexibility to meet changing needs.

16.8.3 Renewal

Upon its expiration, a telecommuting agreement may be renewed for a period not to exceed three (3) months in accordance with the approval process set forth herein.

16.8.4 Occasional Remote Work

The parties recognize that situations arise that necessitate response by members who are off site or during off hours but do not require the member to return to the worksite to respond. In the event that a member responds to such a situation, the member should respond appropriately according to university procedures and act first to protect the health and safety of students. As soon as practicable, the member should notify the immediate supervisor of the work done from the remote location and the number of hours worked, providing incident reports, e-mails or other documentation of the hours claimed. The hours may then be documented on the member's timesheet as time worked. The parties recognize that if a member as a part of their job responsibilities is required to work remotely that they may document said hours on their time sheet. Nothing herein is intended to relieve an employee from the duty to immediately notify the first supervisor outside the bargaining unit of the existence of situations referenced herein.

16.8.5 Grievance and Arbitration Procedure

The provisions of this section shall not be subject to the grievance and arbitration procedure.

ARTICLE 17 **WORKING CONDITIONS**

SECTION 17.5

Members shall have reasonable access to their place of work outside of regularly scheduled hours. Keys and/or keycards granting them access to their offices and/or primary places of responsibility shall be provided at no expense when requested.

ARTICLE 23 **PROFESSIONAL TRAVEL**

23.1 A member who travels to carry out employer business shall be reimbursed for meals and lodging at the GSA rate upon submission of ~~proper invoices~~ **a travel voucher**. A member may be reimbursed above the GSA rate for lodging, if such cannot be obtained at the GSA rate.

ARTICLE 26 **MATERNITY LEAVE**

26.2 Adoption Leave

A bargaining unit 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) days. The member shall give notice of intention to take such leave within seven (7) 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, only one of the two is eligible for adoption leave at the employees' option.~~

ARTICLE 29 **COMPENSATION**

29.4 Merit Increases

~~Merit increases are the means by which the University recognizes significant contributions to the institution.~~

~~29.4.1 In accordance with evaluations conducted pursuant to Article 19, those members receiving an overall "excellent" rating on their most current evaluation may be recommended to the President for merit increases by appropriate Management officials.~~

~~29.4.2 Merit increases will be awarded upon the recommendation of the President no later than September 1 and shall be effective the pay period which includes September 1 in accordance with the procedures outlined in 29.4.3.~~

~~29.4.3 Merit increases shall be added to the member's base salary in any amount between \$20 and \$75 biweekly. The amount of merit pay, which exceeds the member's maximum, shall be paid in a lump sum payment in the salary check at the close of that pay period including November 1. Said lump sum payment shall be a bonus and shall not be part of the salary base. A pool of money, which shall be 0.27 percent (0.27%) of the aggregate, biweekly base salary of the bargaining unit as of the last Thursday of the pay period which precedes that in which July 1 falls, shall be set aside for **professional development**, such merit increases. Funds for such pool shall be in addition to those funds available for compensation pursuant to Articles 29.3.2 through 29.3.5. Monies not spent for merit increases shall be placed in a continuing fund for professional development of members. Such unspent funds shall roll over from year to year.~~

~~29.4.4 Merit provisions are not subject to the grievance procedure.~~

Commencing on July 1, 2017, the pool of money formerly applied to merit increases will be applied to professional development under Article 22.6. This pool of money will be in addition to the professional development funds that currently exist and will expire at the end of each fiscal year.

APPENDIX E

CLASSIFICATION AND COMPENSATION PROGRAM

The parties agree to mutually select an expert in the field of classification and compensation to conduct an assessment of the classification and compensation program contained in this agreement. Such assessment shall be for the purpose of ascertaining the utility and effectiveness of the existing program and offering suggestions for improvements in both substance and process in an effort to implement best practices. Any revisions to the classification and compensation program shall require mutual agreement with a target implementation date of July 1, 2018. Half of the cost of the expert will be deducted from the professional development money that was formerly allocated for merit with a lifetime maximum of \$20,000.00. Normal processes will continue until an alternate agreed upon process has come into effect.

Provisions consistent with the SEBAC Framework (economic) with five (5) years duration:

1. Wage Package for five (5) years FY 17 through FY 21 (July 1, 2016 through June 30, 2021)
 - a. Years 1 and 2: Hard Freeze
 - b. Year 3: \$2,000 one-time payment, or top step lump sum (to those already eligible) plus \$1,000 if greater. All pensionable. One-time payments paid in July of 2018. Top step lump paid on normal increment date. (One-time payment amount prorated for part-time unit employees).
 - c. Years 4 and 5 to be implemented as followed: For FY20, the maxima and minima of each rank shall be increased by 5.5 percent (5.5%). For FY21, the maxima and minima of each rank shall be increased by 5.5 percent (5.5%). In lieu of the usual method for salary determination, pursuant to SEBAC discussions, each member shall receive a 5.5 percent (5.5%) increase in salary for FY20 and a 5.5 percent (5.5%) increase in salary for FY21.
2. Three (3) furlough days, year 2 of CBA (7/1/17-6/30/18) – the amount of compensation equivalent to the three (3) days shall be spread over the period of time remaining after the ratification of the Agreement and 6/30/18. The days will be taken at the choice of the employee subject to the approval of management.

3. Four (4) years job security subject to the procedures used in SEBAC 2011 (Parties may discuss voluntary alternatives if reorganization). Effective July 1, 2017, layoffs covered by current notices will not be implemented.
4. April 2018 longevity payments will be made in July 2018.
5. Continuation of language to prevent privatization leading to layoffs.
6. Allow use of sick time to pay for family FMLA, and allow more intermittent leave, provided change is made so that additional unpaid leave is not tacked on end of FMLA leave.

This Agreement is subject to approval of the Board of Regents, membership ratification, and approval of the legislature pursuant to Connecticut General Statutes Section 5-278.

In witness whereof, the parties have affixed their signatures as duly authorized collective bargaining agents.



For BOR

6/15/17

Date



For SUOAF – AFSCME, Local 2836
Local President

15 Jun 17

Date



For SUOAF – AFSCME, Local 2836
Council 4 Staff Rep

6/15/17

Date