

TENTATIVE AGREEMENT

BETWEEN

CONNECTICUT STATE UNIVERSITY AMERICAN ASSOCIATION OF UNIVERSITY
PROFESSORS

AND

BOARD OF REGENTS FOR CONNECTICUT STATE COLLEGES AND UNIVERSITY
SYSTEM

Cover Page

Collective Bargaining Agreement

between

Connecticut State University
American Association of University Professors

And

Board of ~~Trustees~~ **Regents for**

Connecticut State Colleges and University System ~~University System~~

Global proposal that anywhere in the agreement where Board of Trustees appears it should be updated to Board of Regents for Connecticut State Colleges and Universities (CSCU).

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** ~~eight (8)~~ 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** ~~eight (8) or fewer~~ load credits and whose function consists primarily of (but shall not be limited to) teaching, research or other scholarly activity.

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** ~~eight (8)~~ 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** ~~eight (8) or fewer~~ 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 .

1.10 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 ~~certified,~~ return receipt request **required 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 3

~~Discrimination, Affirmative Action, and Sexual Harassment~~ **Diversity, Equity, and Inclusion**

3.3

Allegations of violations of Article 3.1 shall be processed exclusively through the **Discrimination/Affirmative Action/Non-discrimination Sexual Misconduct** Complaint Procedures and are not covered by Article 15 (Grievance Procedure) of this Agreement.

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** ~~call upon the co-conveners to select one of the following experts:~~

~~William Berlinghoff ————— Julius Getman
Walter Metzger ————— John Moon
Carol SimpsonStern ————— Victor Stone
Judith J. Thomson ————— Kerry Grant~~

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.

4.4.1

Prior service on special appointment at one of the universities shall be applied to the probationary period at that university.

4.4.2 ~~4.4.1~~

Up to three years' full-time service in ~~other~~ 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.

4.4.3 ~~4.4.2~~ (renumber)

4.4.4 ~~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 ~~Board~~ 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.

4.8.2 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) ~~two (2)~~ of any ~~six (6)~~ 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).

4.13 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 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.

4.14.2.10

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 Trustees' **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.

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.**

Article 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 ~~computer~~ 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.

5.17.2

Class size limits shall be determined on sound 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.

5.19

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).

5.23 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 ~~clerical~~ 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.

6.2.1

~~Because loss of coaching staff causes an extraordinary impact on a University as a whole, full-time members with tenure or on tenure track who were hired to coach intercollegiate athletic teams and were responsible for such coaching on or after August 20, 1982, up through December 31, 1993, shall continue to be responsible for such coaching unless expressly relieved from such duties by the President.~~

~~6.2.2~~ 6.2.1 (renumber)

6.2.4

~~Faculty load credits for members covered by this Article shall be negotiated by the President or designee and the CSU-AAUP President or designee.~~

Article 6
TABLE 2
EVALUATION PROCESS DUE DATES FOR ATHLETIC COACHES

Due Date*	Due Date**	Due Date***	Action
October 25 September 15	March 25	April 24 March 1	DEC notifies members who must be evaluated.
November 1 September 20	April 1	May 1 March 15	DEC informs the members 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.
November 15 October 20	April 15	May 15 March 30	Coach submits relevant materials to the DEC.
November 29 November 15	April 29	May 29 April 15	DEC submits evaluations and appropriate recommendations to the Athletic Director with a copy to the affected member.
December 6	May 6	June 5 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 20	June 19 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 December 31st~~

~~**For regular seasons concluding by March 31st~~

~~***For regular seasons concluding by June 30th~~

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

****For regular seasons concluding by December 31st**

7.1

Load credit activities of counseling faculty shall include counseling in all areas essential ~~pertaining to the student and academic community~~ **mental health and psychosocial wellbeing; consultation and clinical supervision with members, administrators and parents; case management and referrals;** maintenance of client records; ~~and 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 (IACR) with respect to the percentage of time spent on scheduled direct services, which includes counselling with students as well as consultations with parents, therapists, professors, and supervision.

7.3.2

The full-time counseling faculty shall have a **Department Evaluation Committee (DEC)** ~~Counseling Faculty Evaluation Committee (CFEC)~~ 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 ~~CFEC~~ **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

~~If the Dean of Student Affairs and the appropriate academic Dean agree, both present counseling faculty and new appointments shall have one of two choices for their career development:~~

7.4.1

~~By mutual consent with any university department, and consistent with that department's practices, counseling faculty may join a department as a member and enjoy all faculty privileges as established in this Agreement, including promotion through the instructional faculty ranks in conformance with the standards for such ranks. Such counseling faculty must teach at least three (3) load credits per work year.~~

~~7.4.2~~ **7.4** (renumber)

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

7.4.3 **7.4.1** (renumber)

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 semester session, or both. Reassigned time in the Counseling Center will be provided to counseling faculty teaching in a department as follows: three (3) hours reassigned time per load credit for the duration of the semester.

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. ~~In addition, access to a secretary~~ **Administrative support assistance** will be provided.

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

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)** ~~temperature~~ 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.

9.4.7 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 ~~fiscal exigencies~~ **financial crisis** such allocations shall not be arbitrarily withdrawn, reduced, postponed, or cancelled once made.

9.7.1 Use of State Vehicle

~~Members who are expected to use state vehicles when such vehicles are available on campus, shall only be required to contact one (1) person or office to arrange for the use of such 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.

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.**

10.15 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 necessarily be limited to, **University and Board approved remote learning audio and video technologies.** ~~live or recorded presentations and material using direct signal or cable, transmission by telephone line, fiber optic line, digital and/or analog video tape, audio tape, CD-ROM, computer or internet technology, e-mail or other electronic means.~~

11.2 Salary for Summer Session and Intersession

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

Rank	2016-2017- <u>2021-2022</u>	2017-2018 <u>2022-2023</u>	2018-2019- <u>2023-2024</u>	2019-2020-	2020-2021-
Professor	\$2,034 <u>\$2,366</u>	\$2,034 <u>\$2,472</u>	\$2,034 <u>\$2,583</u>	\$2,146-	\$2,264-
Associate Prof.	\$1,874 <u>\$2,180</u>	\$1,874 <u>\$2,278</u>	\$1,874 <u>\$2,381</u>	\$1,977-	\$2,086-
Assistant Prof.	\$1,730 <u>\$2,013</u>	\$1,730 <u>\$2,104</u>	\$1,730 <u>\$2,199</u>	\$1,825-	\$1,926-
Instructor	\$1,585 <u>\$1,843</u>	\$1,585 <u>\$1,926</u>	\$1,585 <u>\$2,013</u>	\$1,672-	\$1,764-

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. ~~Offers not unequivocally accepted in writing by April 10 shall be deemed refused. For intersession the deadline for acceptance of offers shall be October 10.~~

12.3 Minimum Salaries

Beginning in 2019-2020, minimum salaries shall equal seventy-five percent (.75) of the corresponding maximum salaries. The minimum biweekly salaries during each year of the contract for each of the ranks shall be:

	2016-2017		2017-2018	
	Bi-weekly	Annual	Bi-weekly	Annual
Professor	3,361.95	87,747	3,361.95	87,747
Assoc. Prof.	2,824.02	73,707	2,824.02	73,707
Assist. Prof.	2,286.13	59,668	2,286.13	59,668
Instructor	2,017.17	52,648	2,017.17	52,648
Coach A	1,613.74	42,119	1,613.74	42,119

	2018-2019		2019-2020		2020-2021	
	Bi-weekly	Annual	Bi-weekly	Annual	Bi-weekly	Annual
Professor	3,361.95	87,747	3,488.63	91,053	3,617.71	94,422
Assoc. Prof.	2,824.02	73,707	2,934.42	76,588	3,042.99	79,421
Assist. Prof.	2,286.13	59,668	2,380.22	62,123	2,468.28	64,422
Instructor	2,017.17	52,648	2,103.12	54,891	2,180.93	56,922
Coach A	1,613.74	42,119	1,682.51	43,913	1,744.76	45,538

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

12.4 Maximum Salaries

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

	2016-2017		2017-2018	
	Bi-weekly	Annual	Bi-weekly	Annual
Professor	4,494.20	117,299	4,494.20	117,299
Assoc. Prof.	3,780.25	98,664	3,780.25	98,664
Assist. Prof.	3066.30	80,030	3066.30	80,030
Instructor	2,709.33	70,713	2,709.33	70,713
Coach A	2,167.48	56,571	2,167.48	56,571

	2018-2019		2019-2020		2020-2021	
	Bi-weekly	Annual	Bi-weekly	Annual	Bi-weekly	Annual
Professor	4,494.20	117,299	4,651.50	121,404	4,823.61	125,896
Assoc. Prof.	3,780.25	98,664	3,912.56	102,117	4,057.32	105,895
Assist. Prof.	3066.30	80,030	3,173.62	82,831	3,291.04	85,896
Instructor	2,709.33	70,713	2,804.16	73,188	2,907.91	75,896
Coach A	2,167.48	56,571	2,243.34	58,551	2,326.34	60,717

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

12.5.3

For 2021-22, salaries for full-time members shall be increased by 4.5% (four and one-half percent). For ~~2016-2017 through 2020-2021~~ **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.

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

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.

12.8 Part-time Member Pay Rates

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

G R O U P	Educational Credentials/ Prior Experience in CSU System	2016-17	2017-18	2018-19	2019-20	2020-21
		<u>2021- 2022</u>	<u>2022- 2023</u>	<u>2023- 2024</u>		
A	Less than appropriate terminal degree and no more than thirty (30) load credits completed	\$1,526 <u>\$1,774</u>	\$1,526 <u>\$1,854</u>	\$1,526 <u>\$1,938</u>	\$1,610	\$1,698
B	Less than appropriate terminal degree and more than thirty (30) load credits but no more than sixty (60) load credits completed	\$1,585 <u>\$1,843</u>	\$1,585 <u>\$1,926</u>	\$1,585 <u>\$2,013</u>	\$1,672	\$1,764

C	Less than appropriate terminal degree and more than sixty (60) load credits completed	\$1,647 <u>\$1,915</u>	\$1,647 <u>\$2,002</u>	\$1,647 <u>\$2,092</u>	\$1,738	\$1,833
D	Appropriate terminal degree and no more than thirty (30) load credits completed	\$1,668 <u>\$1,941</u>	\$1,668 <u>\$2,028</u>	\$1,668 <u>\$2,119</u>	\$1,760	\$1,857
E	Appropriate terminal degree and more than thirty (30) load credits but no more than sixty (60) load credits completed	\$1,730 <u>\$2,013</u>	\$1,730 <u>\$2,103</u>	\$1,730 <u>\$2,198</u>	\$1,825	\$1,926
F	Appropriate terminal degree and more than sixty (60) load credits completed	\$1,789 <u>\$2,081</u>	\$1,789 <u>\$2,174</u>	\$1,789 <u>\$2,272</u>	\$1,887	\$1,991

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 (~~\$2,034 for 2016-17, \$2,034 for 2017-18, \$2,034 for 2018-19, \$2,146 for 2019-20 and \$2,264 for 2020-21~~). **(\$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 ~~5.5% for 2019-20 and 5.5% for 2020-21~~ **4.5% for 2021-22, 4.5% for 2022-23, and 4.5% for 2023-24**.

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 ~~\$2,279,718 for 2016-17, \$2,279,718 for 2017-18, \$2,279,718 for 2018-19, \$2,405,102 for 2019-20 and \$2,537,383 for 2020-2021, and annually thereafter~~. **\$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.

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

12.12

Members previously employed as full-time unit members for the 2017-2018 academic year shall receive a one-time payment of \$2,000 on the third (3rd) pay date of the 2018-2019 academic year.

Any part-time member employed in the Fall 2018 and/or Spring 2019 semesters who was employed in the previous academic year (2017-2018), as a part-time member in Connecticut State University, shall receive a \$2,000 pro-rated payment. The pro-rated payment shall be paid on the third (3rd) pay date of the 2018-2019 academic year for fall 2018 and on the third (3rd) pay date for the Spring 2019 semester. Payments shall be pro-rated, based on the part-time member's work load for the Fall 2018 and/or Spring 2019 semesters respectively, as a percentage of a full-time work load of 12 load credits/semester. The maximum total payment for any one part-time faculty member cannot exceed \$2000.

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.

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.

Failure to provide a certificate within ~~thirty (30)~~ **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.

13.3.1

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.**

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 fees **payment received** for such jury duty to the University.

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.

15.2 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.

~~17.1 If management believes a bona fide financial exigency exists which may warrant involuntary separation of non-tenured members prior to the end of a specified term (Article 4.9) or tenured members, prior to informing the Board of Regents, they shall first promptly notify CSU-AAUP.~~

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 exigency **financial crisis**. Management **The Board** shall **provide to CSU-AAUP five years of audited financial statements, current and following -year budgets, detailed cash-flow budget estimates for future years with supporting data, and detailed program, department, and administrative-unit budgets.** ~~document the problem and present alternative courses of action under consideration to alleviate it.~~

17.3 Within two (2) weeks after the meeting specified in Article 17.2, CSU-AAUP shall have an opportunity to present additional 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** exigency, 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 exigency **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.

20.1

~~The parties acknowledge that, in accordance with Secs 5-270—5-280 CGS, each member of the bargaining unit, whether or not a member of the CSU-AAUP, shall as a condition of continued employment pay to CSU-AAUP an amount equal to the regular dues, fees and assessments charged to members.~~ **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

~~In order to implement Secs. 5-270—5-280 CGS, T~~the Board shall deduct from each salary payment payable to a member of the bargaining unit **CSU-AAUP** a sum equal to one twenty-sixth (1/26th) of the annual charges for dues (for members of CSU-AAUP), service fees (for non-members), initiation fees (if any) and assessments (if any) 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 authorized 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.

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 result of collective bargaining pursuant to Secs. 5-270 – 5-280 CGS and shall be in effect from August 26, ~~2016~~ **2021** to August 26, ~~2021~~ **2025**.

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:

Load

Course/Activity Period Credit 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** ~~eight (8)~~ 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.

Please note that 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.

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 H

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

Negotiators for the Board

Benjamin Barnes, Chief Negotiator
CSCU 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

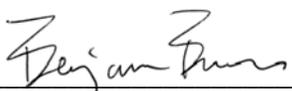
Gregory Adams, Psychology, SCSU
Carol Austad, Psychology, CSU Professor, CCSU
Christine Barmon, Sociology, CCSU
Jay Brower, Communication and Media Arts, WCSU
Aaron Clark, Mathematics, SCSU
Kelly Copeland, Counseling, WCSU
Christopher Doucot, Sociology
Michael Gendron, Management Information Systems,
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

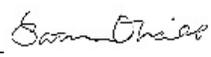
Remaining Contract Proposals

All remaining contract proposals by both parties not specified in this signed Tentative Agreement (TA) are considered withdrawn.

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.


_____ Date 03/10/2022
For the Board of Regents


_____ Date 03/10/2022
For CSU-AAUP

Attachment A

- GWI/Step and Special Lump Sum Pattern --

Contract Year	Special	GWI*	Steps**
7/1/21-6/30/22	Special Lump Sum \$2,500 payable as soon as practicable upon GA Approval (effective and retro date is 3/31/2022)***	2.5% GWI (retro to July 1) must be an active employee in the bargaining unit on date of GA ratification or a former employee who left after 7/1/21 as defined below****	Steps on Time – (retro to step date)
7/1/22-6/30/23	\$1,000 Special Lump Sum effective approx. July 14 th ***	7/1/22 2.5% GWI	Steps on Time
7/1/23-6/30/24		7/1/23 2.5% GWI	Steps on Time
7/1/24-6/30/25	Units must elect either a 3-year contract duration or 4 years with reopener only on GWI and steps	If so, reopener on GWI	If so, reopener on steps and lump sum payments

*. Payroll including that date.

** Includes top step payments where applicable

*** Part-timers are pro-rated for the Special Lump Sum

**** Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21 will be eligible for retroactive GWI and Steps through their date of departure. The State will have 5 years from date of legislative ratification to make any necessary pension adjustments as a result of retroactivity. No interest or other penalties will accrue during this 5-year period. The resolution of the parties' differences with respect to retroactive wage increases for employees who resign state service prior to legislative ratification shall not be used to support either party's arguments in any future dispute.

- Longevity
 - All Proposals to be withdrawn on both sides

DK
2/7/2022

del
2/7/2022

- Local Table
 - The parties have scheduled dates through February 16th to finalize individual contract negotiations. To the extent there are outstanding issues as of February 19th, they will be addressed at “speed dating” to be mutually scheduled on the 19th, 20th, and/or 21st of February, with the intent of resolving all the local agreements no later than the 21st. Any local table that has more than two issues still unresolved* as of February 19th, will – unless the chief negotiators for that table agree otherwise – begin speed dating on February 19th. The parties will bargain until the issues are resolved, or until two or fewer issues remain. In the latter event, the parties will speed date again on February 21st. The Coalition and State will confer prior to the beginning of speed-dating to assure that the process is fully conducive to producing complete and thoughtful resolution of the issues raised. Again, both parties agree that the intent is to resolve as many local issues as possible prior to “speed dating.” However, the parties’ mutually agree that they will not declare impasse on any unresolved local table issues until they have also been fully raised through the “speed dating” process.
 - * An issue which the parties mutually agreed is best left for later resolution shall not count towards the two issue threshold.
 - Flexibility to solve local problems, including financial ones
 - Withdrawal of proposals that parties believe are insurmountable
- SEBAC Issues
 - Prudent Rx
 - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful
- Policy Issues -the parties agree to meet and discuss outside of the local table (not an acknowledgement of a mandatory subject of bargaining and will not be used as evidence of such)
 - Refill of vacancies
 - This will not prevent the parties from discussion of such other issues as they may mutually deem helpful
- Racial Justice
 - The parties will meet and discuss policies to promote racial justice. These discussions shall not be deemed collective bargaining nor shall they be used with respect to any argument or in any proceeding concerning what is or isn’t a mandatory subject of bargaining

DK
2/7/2022