

**ARTICLE X
WORKING CONDITIONS AND WORK LOAD**

Section 1. Teaching And Related Duties Of Teaching Faculty

All Teaching Faculty members shall:

(a) within the work load limitations of Section 3 of this Article, perform such other duties as the President may assign, provided that such duties shall be consistent with the mission of the college;

(b) serve on college and division/department committees, if chosen;

(c) attend and participate in commencement ceremonies, unless excused by the President, wearing academic garb when required (see side letter re: Commencement);

(d) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings during the work year;

(e) prepare and teach college-approved courses in accordance with approved course descriptions and class schedules, including developing syllabi and reading lists and keeping each course taught complete and up to date;

(f) respond to and work with multiple constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);

(g) possess strong information literacy skills, including the ability to word process and to use spreadsheets, presentation ware, e-mail, CD-ROM, compressed video, the Internet, the World Wide Web, and other distance communication modalities; demonstrate the ability to evaluate, synthesize, and make decisions from data (see side letter Re: Computer Literacy);

(h) perform divisional or departmental responsibilities in the selection of texts and related teaching resources;

(i) maintain a minimum of three (3) regularly scheduled office hours per week, scheduled in time blocks of no less than one-half hour periods, or an equivalent assignment designated by the employer, for the purpose of student-faculty contact as it relates to classroom instruction;

(j) engage in academic and career-oriented advising of students;

(k) maintain contact with one's academic discipline(s) or areas of assigned responsibility, the development of knowledge in one's field of specialization, and the teaching/learning process; in connection with career-oriented programs, this also involves working with program advisory committees;

(l) maintain accurate student records;

(m) distribute to students during the first week of classes, subject to subsequent modification, with copies to the supervising dean, a course outline or overview, information as to course objectives, topics and assigned time-frames, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be utilized;

(n) attend System-wide convocations; conferences and meetings during the work year;

(o) prepare routine reports such as veterans' attendance records or academic deficiency reports;

(p) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.

Section 2. Additional Responsibilities/Teaching

The Additional Responsibilities as specified in Section 3A may include, but shall not be limited to the following, and shall be for the purpose of fulfilling the mission, goals, and priorities of the college and the System as determined by the employer:

(a) preparation of special reports such as accreditation reports;

(b) participation in special college projects, surveys, studies;

(c) development of new instructional techniques, course offerings or programs, or major revisions of courses or programs;

(d) participation in community service activities designed to further the mission of the college;

(e) participation in career-development and related advising activities or special retention programs (in addition to academic and career-oriented advising required of all faculty as provided in Section 1j above);

(f) serving on System-wide committees;

- (g) advising student organization and activities;
- (h) peer evaluations requested by the college administration; the evaluation of part-time faculty; retention counseling; the recruitment of students;
- (i) providing assistance in student registration and add/drop procedures;
- (j) working with statewide and/or regional business groups and trade associations and/or employers to ascertain what educational programs and offerings they would like the college to provide to their current and/or future employees; as approved by the college, developing traditional and/or non-traditional courses; programs and offerings to meet the identified needs of such groups, associations and/or employers;
- (k) working with high school and/or adult education administrators, teachers and other professionals (e.g. counselors), and students to ascertain the needs of high school and G.E.D. graduates which, if met by the college, would induce them to attend the college and/or would facilitate their success at the college; as approved by the college, developing traditional and/or non-traditional courses; programs and offerings to meet the identified needs of such graduates;
- (l) working with community agencies and similar organizations (traditional and non-traditional) to ascertain the needs of the individuals they serve which, if met by the college, would induce those individuals to attend the college and/or would facilitate their success at the college; as approved by the college, developing traditional and/or non-traditional courses, programs and offerings to meet the identified needs of such individuals;
- (m) developing professional development activities consistent with an approved departmental, divisional or college professional development plan;
- (n) within the limitation of the Article, such other administrative or supervisory or teaching-related assignments as are consistent with the mission and goals of the college, including but not limited to:
 1. additional office hours;
 2. supervising adjunct or independent study, provided it is not asserted that such supervision is part of the teaching obligation of 24 contact/credit hours;
 3. review of patient charts in preparation for clinical instruction.
- (o) Significant leadership on a major committee or a significant time commitment resulting from membership on a committee.

Section 3. Work Load, Hours of Work, and Work Year of Teaching Faculty

A. Work Load.

During each academic year, full-time teaching faculty shall:

(1) teach twenty-four contact/credit hours and perform related duties as provided in Section 1 above (one 50 minute lecture hour shall equal one contact/credit hour for purposes of this provision);

(2) perform Additional Responsibilities equivalent to the preparation and teaching of an additional three contact/credit course or an average of nine hours per week for each semester within the appointment year or teach an additional three contact/credit hours each semester or combine Additional Responsibilities with additional contact/credit hours as provided in Section 2 above.

(See Side Letter Re: Additional Responsibilities of Teaching Faculty and Additional Responsibilities Addendum.)

Laboratory hours in the sciences (including computer science) and technologies shall be treated the same as lecture hours for teaching credit purposes – that is they shall not have a lab/lecture ratio. The ratio of lecture hours to clinical hours in allied health, art studio hours, hospitality and food service laboratory hours, and all other courses having a laboratory, studio, or clinical component shall be .826 for the first year of this Agreement. Beginning in 2003-04, clinical hours in allied health shall be treated the same as lecture hours for teaching credit purposes, that is they shall not have a lab/lecture ratio. Beginning in 2004-05, art studio hours, hospitality and food service laboratory hours and all other courses having a laboratory, studio or clinical component shall be treated the same. The present ratio for lecture hours to practica hours shall continue in effect.

The parties agree that it is desirable to limit the number of class preparations required of a teaching faculty member to three per semester; however, it is recognized that the assignment of a fourth preparation may be required in special cases to accommodate the needs of the college. Whenever possible, the fourth preparation will be assigned on the basis of mutual agreement between the teaching faculty member and the President or his/her designee. Individuals responsible for four different class preparations in a semester shall be credited with two hours per week toward the satisfaction of Additional Responsibilities. The parties recognize that in some cases, in order to accommodate the needs of the college, the teaching load of a teaching faculty member may have to be unequally divided between the semesters of an academic year. Whenever possible, such an arrangement shall be on the basis of mutual agreement between faculty member and the President or his/her designee. No teaching faculty member shall be assigned more than 16 contact/credit hours – including the time spent on Additional Responsibilities pursuant to this Agreement – during any one semester.

The parties agree that an individual cooperative education or field-work placement which involves both the development of work placement and on-site evaluation by the unit member may be considered to be equivalent to six (6) student contact hours. This provision constitutes a general guideline and shall not be deemed to require a reduction in work load for any unit member.

(See side letter Re: Teaching Workload Obligation.)

B. Faculty Initiated Courses.

For such purposes as developing new courses or experimental approaches, or providing for the cultural enrichment of teachers and/or students, teaching faculty may, with the approval of the college President, offer additional courses beyond the limitations of Article X, Section 3A. There shall be no compensation for such course offerings, except that after the following minimum SCH are reached on a cumulative basis, said teachers shall be offered the appropriate reduction in contact/ credit hours of teaching the following semester. Cumulative minima: composition, foreign language, remedial courses, 80 SCH; all other courses, 100 SCH.

C. Hours of Work and Work Year.

(1) The work year for teaching faculty members shall consist of up to 160 days of instruction and exams. In addition, faculty members may be scheduled for up to eight (8) additional days plus commencement for a total of 169 days. Where possible, the additional days should be scheduled at each college and by October 1 for the fall semester and by February 15 for the spring semester, provided that orientation days shall be scheduled no later than June 1 for the fall semester and October 1 for the spring semester. As used herein, orientation days shall refer only to scheduled obligations which apply to all teaching faculty at an institution.

(2) Fall semester – Teaching faculty may be scheduled to work beginning on or after August 25 through December 23rd. However, where necessary for programmatic reasons (e.g., allied health programs), the academic work year may begin up to a week before August 25th by mutual agreement, which shall not be unreasonably withheld. Regardless of the first scheduled day of work, the first paycheck for new full-time, ten-month teaching faculty who begin employment at the beginning of the academic year will be no later than the pay period that includes August 25th.

(3) Spring semester – Teaching faculty may be scheduled to work beginning no earlier than the day following the Martin Luther King holiday through June 1, exclusive of commencement. Commencement shall not be scheduled later than June 5.

A teaching faculty member who has fulfilled the employment responsibilities of any one semester shall be entitled to salary equal to one-half (1/2) of her/his normal annual salary.

Teaching faculty are committed to the operation of the college five days a week, in day and evening sessions, which may include Saturday or Sunday. Unless

otherwise agreed to by the individual concerned, all members of the faculty must have two consecutive days off in each week including either Saturday or Sunday, except for days scheduled pursuant to C(1) above. Teaching faculty may be required to work a sixth day in a work week no more than twice per academic year. A teaching faculty member who, on a given work day, has no scheduled classes, no committee, department, division, faculty or staff meetings, or other professional responsibilities as provided in this Agreement shall not be required to be present at the college, provided, however, that such member shall be available for the performance of such professional responsibilities.

To the extent possible, the assignment of a teaching faculty member to a class schedule shall be based on mutual agreement between the faculty members, grouped by division or department, and the division or department head, and shall be subject to the approval of the President or his/her designee. If no agreement is reached, the President or his/her designee shall assign teaching schedules.

When possible, a faculty member may be granted scheduling privileges as to days and time of day by the President, in cases such as these:

- (1) when the faculty member is engaged in special college-approved community service programs or special employer-approved activities;
- (2) when the faculty member is engaged in a program of study relevant to his/her professional responsibilities at an accredited institution and has not been granted released time;
- (3) when a faculty member is engaged in research or writing deemed by the President to be beneficial to the member and to the college;
- (4) when there are circumstances of a personal nature warranting special consideration. In any of the above instances, arrangements must be worked out giving careful consideration to schedules of other faculty and staff and needs of students for particular courses. Such arrangements may occur only with the written approval of the President.

Section 4. Duties of Nonteaching Professional Staff

All Nonteaching Professional Staff shall:

- (a) within the work load limitations of Section 5 of this Article, perform such other duties as the President may assign, provided that such duties shall be consistent with the mission of the college;
- (b) serve on college and division/department committees, if chosen;

(c) respond to and work with multiple constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);

(d) possess strong information literacy skills, including the ability to word process and to use spreadsheets, presentation ware, e-mail, CD-ROM, compressed video, the Internet, the World Wide Web, and other distance communication modalities; demonstrate the ability to evaluate, synthesize, and make decisions from data (see side letter re: Computer Literacy);

(e) attend and participate in commencement ceremonies, unless excused by the President, wearing academic garb when required (see side letter re: Commencement);

(f) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings during the work year;

(g) maintain contact with one's academic discipline(s) or areas of assigned responsibility, the development of knowledge in one's field of specialization, and the teaching/learning process;

(h) serve on System-wide committees.

The responsibilities of non-teaching professional staff shall be assigned in accordance with the System-wide job description approved by the Chancellor or developed by the President to meet the needs of local campus subject to the approval of the Chancellor.

A bargaining unit member may request a copy of his/her job description and the employer will provide a copy.

The Board may consult appropriate professional groups with regard to any contemplated change in a system-wide job description. When such a change is under consideration, the Board shall notify and consult the union and provide sixty (60) days within which the union may respond.

(See side letter Re: Grade Placement.)

Section 5. Work Load, Hours of Work, and Work Year of Nonteaching Professional Staff

A. Work Load.

The required work week is 35 hours of assigned responsibilities which may include evening or weekend work. Unless otherwise agreed to by the individual concerned, all members of the non-teaching professional staff must have two consecutive days off each week including either Saturday or Sunday. The 35 hours shall be scheduled

over a five-day work week, provided that the individual and the President or his designee may, by mutual agreement, schedule a four-day work week and provided that a sixth day may be required in exceptional circumstances or by agreement with the employee. There shall be no obligation for mutual agreement if a four-day schedule is changed by the employer. The parties recognize that fulfillment of professional responsibilities may necessitate service to the college in excess of 35 hours per week. The President or his designee shall consult with professional staff members prior to the establishment of work schedules. When possible, and consistent with the interests of the college, a professional staff member may be granted scheduling privileges as to days and hours, including a nonstandard schedule, by the President. Such arrangements may occur only with the written approval of the President whose decision shall be final.

Professional staff members who are granted scheduling privileges to attend, during their regularly scheduled hours, a credit or non-credit course for retraining or to enhance knowledge or skills related to their responsibilities will either be scheduled for make-up hours or otherwise fulfill their professional responsibilities in a manner approved by the President or his/her designee whose decision shall be final.

B. Work Year.

The work year for twelve-month nonteaching professional staff shall normally begin on July 1 and conclude the following June 30.

The work year for ten-month nonteaching staff shall begin on or after a date established by the employer. Ten-month staff then serve for a continuous period of ten months, unless the parties mutually agree otherwise, or, specifically, not less than 217 days.

This provision shall not prevent the Board from making appointments of shorter duration.

C. Informal Work Schedule Adjustments/Compensatory Time.

In those cases in which a professional staff member, in significant measure, works repeatedly more than 35 but less than 40 hours per week, informal work schedule adjustments will be accommodated. When work is performed in excess of 40 hours per week, compensatory time will be provided on a one-for-one basis in accordance with the following procedure:

1. Compensatory time can be accrued only with the prior approval of the employer, except when emergencies or unanticipated conditions make it impractical to obtain such prior approval.

2. There shall be a record of accrued compensatory time as it is approved and used. Such record of accumulated compensatory time shall be available to the employee and the union.

3. Compensatory time shall be used within the calendar year earned or within three months of being earned, whichever comes later, at times mutually agreeable

to the employee and supervisor. When using compensatory time, employees are expected to take into account the interests of the college and to accommodate to the scheduling requests of supervisors. In the event that time off is not allowed, the employee may request that compensatory time be taken at a later date. Such requests shall not be unreasonably denied. Compensatory time not used pursuant to this provision shall be lost, except as provided in paragraph 4.

4. The parties recognize that there may be special circumstances in which their agreements with respect to informal work schedule adjustments and use of compensatory time cannot be implemented because of the nature of the work or staffing. In those circumstances, employees will accrue compensatory time on a seven-for-ten basis for all time worked between 35 and 40 hours per week and on a one-for-one basis for hours after 40 per week up to a total of 70 hours. In any pay period, after an employee in such circumstances accrues 70 hours of compensatory time, the employee will be paid at a straight time rate for those additional hours which would have otherwise been added to the compensatory time total. Situations to be covered by this provision will be identified by mutual agreement of the parties. This method of computing for compensatory time will be used only for purposes of this paragraph and will have no application to any other provision of this agreement.

5. Upon terminating employment, an employee will be paid for accrued but unused compensatory time up to a total of 70 hours pursuant to the following limitations. Nothing in this provision modifies or supersedes the requirement that employees use compensatory time as set forth in paragraph 3 above. In the event that an employee ends employment without giving at least two weeks notice, the employee shall not be paid for any unused compensatory time. In the event that the employee provides at least two weeks notice, the employer may pay out the unused compensatory time by relieving the employee of the obligation to work through the notice period.

Section 6. General Provisions

A. Outside Employment.

Full-time employment by the Board shall be considered the basic employment of each professional staff member. Outside employment is work for which compensation is received and which is not within the normal duties and responsibilities assigned to a professional staff member as an employee of the Board. A professional staff member engaged in outside employment shall notify the President of the college of this activity in a general statement indicating the extent of such employment.

Outside employment shall be limited so as not to impair the performance of the professional staff member's professional responsibilities. Outside employment which requires the member's absence on a school day during that member's normally scheduled working hours when he should be available for professional responsibilities as provided in this Agreement is presumed to interfere with the performance of the duties and responsibilities of that member. Outside employment, including consulting or other

self-employment, may not be asserted as a basis for academic or professional scheduling privileges.

B. Indemnity for Liability.

The protection of bargaining unit members from liability afforded by the Connecticut General Statutes shall be continued. In deciding whether to provide counsel to an employee, the question of whether such employee was acting within the scope of his/her employment shall be sympathetically considered consistent with the purpose of the indemnification statutes.

C. Additional Employment.

The Board may authorize additional payment for services performed by full-time professional staff members provided that the nature and scope of such services, particularly with regard to instructional services, lie outside the regular duties of the professional staff member and are so certified by the President of the college, and that they constitute no more than the estimated equivalent of teaching an additional class or one-fifth of a total load.

D. Professional Day.

There shall be a Professional Day each year, scheduled on a Saturday between March 15 and April 15, for the purpose of discussing matters of educational concern to the Community College System, its staff, and students. The organization of the Professional Day shall be the responsibility of a Professional Day Committee of six members, of whom three shall be named by the Congress and three by the Board. The Congress and the Board shall each contribute \$500 for the expenses of the Professional Day, unspent monies to be refunded to each on an equal basis.

E. Audio-Visual Instructional Materials and Copyrights.

There shall be a Study Committee on Audio-Visual Instructional Materials and Copyrights composed of eight members, four to be appointed by the Board and four by the Congress. This committee shall make recommendations regarding disposition and future use of material developed by a professional staff member while in the employ of the Board, royalties, residual fees, assignment of copyrights, and related matters. When and if the committee reaches agreement on a policy with regard to this subject, such shall become an official part of this Agreement after ratification by the Board and the Congress.

F. Summer Session Assignments.

Priority for consideration for summer session assignments for additional pay will be given to full-time ten-month professional staff members within each college for employment in their primary areas of competence up to a maximum of 80% of the anticipated course offerings. Each college shall establish a system of rotation for allocating available opportunities. The offer of employment is made only by written contract executed by the President. In selecting professional staff members for the summer session, the President may consider but is not limited to consideration of the requirements of the assignment and any special skills or experience of potential

assignees. Nothing herein shall preclude the President from offering summer school employment to nonbargaining unit members.

Summer session pay shall be according to the schedule for part-time lecturers, except that up to two courses per session, but no more than four per college per summer, may be taught at a lower rate by mutual agreement between the employee and the college.

G. Class Cancellation.

When classes or services are cancelled due to inclement weather, academic requirements shall be made up in a manner approved by the President or his designee. When classes have been cancelled and a hazardous driving condition exists, non-essential staff are not expected to report for work while such conditions continue, provided that accrued time is used, the hours are made up or professional responsibilities are fulfilled in a manner approved by the President or his designee. In these situations, it is understood that essential personnel may be required to report to work as scheduled. The decision of the President or designee hereunder shall be final.

In the determination of essential personnel, the President or designee will give consideration to the coverage of basic services, and to accommodation of special problems of specific members of the unit, given the staffing pattern of the campus.

It is understood that the late arrival (up to 2 ½ hours) of essential personnel, due to the severity of the conditions, will not be charged to the unit member's leave balances.

The parties recognize the desirability of providing timely notice of class cancellation due to inclement weather to clinical nursing instructors. Accordingly, every effort will be made to inform the Directors of Nursing of cancellation by 6:00 a.m. or as soon thereafter as reasonably possible.

H. Class Coverage.

Each department, division, or discipline shall establish, subject to the approval of the academic dean, procedures for handling class coverage up to a maximum of one week of absence of a teaching faculty member. Thereafter, such teaching shall be compensated on the basis of the extension credit rate established by the Board of Trustees.

I. Changes in Assignment of Professional Staff.

The terms of an appointment of a member of the professional staff assigned to a different Board classification (excluding promotion) or the reclassification of the member of the staff from a 10- to an 11- or 12- month appointment or from a 12- to an 11- or 10- month appointment shall be negotiated for a period not to exceed 30 days with the individual concerned, who may be represented by the Congress. A change from a 12- to an 11- or 10-month appointment shall result in a 1/12 reduction of the original base salary for the first appointment year following said change and for 10-month

appointments an additional 1/12 reduction of original base salary for the second appointment year. The terms of appointment shall be in writing. The decision to reclassify shall not be subject to arbitration except on the basis that the decision was arbitrary and capricious.

J. Notice of Retirement or Resignation.

It is recognized by the parties that a professional staff member should give notice of retirement or resignation in advance whenever possible in order to allow for the normal recruitment and hiring process, preferably not less than 90 days.

K. Part-time Employment at Another Community College.

Whenever a full-time member of the professional staff is employed to teach part-time at any Community College in the System, the rate of compensation for said teaching shall be calculated upon the basis of the total number of courses previously taught by that individual in any and all colleges in the Community College System.

L. Health and Safety.

The employer shall maintain safe and healthy working conditions in accordance with applicable law. Unit members shall not be required to work under unsafe conditions, provided that such conditions have been brought to the attention of the President of the college or his/her designee, in writing, by the unit member and the college has failed to exercise reasonable efforts to redress the complaint; however, a unit member must follow the rule, work now, grieve later, unless there is imminent danger to the employee's physical well being.

In any grievance regarding this Section, the award of an arbitrator in matters relating to physical facilities, staffing and the hiring of additional staff shall be advisory only and not binding on the Board. This limitation shall not prevent the Board of Trustees from seeking legislative funding pursuant to the advisory opinion.

The Board shall comply with the provisions of the Connecticut Occupational Safety and Health Act. Such compliance shall not be subject to arbitration.

ARTICLE XI EVALUATION

Section 1. Criterion

The criterion for the evaluation of professional staff members shall be the quality of the performance of professional responsibilities as provided in Article X of this Agreement.