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GAREY E. COLEMAN, CLERK

**VIA HAND DELIVERY**

Connecticut Community Colleges

*Education That Works For a Lifetime*

May 1, 2009

Mr. Garey E. Coleman
Clerk of the House
State Capitol, Room 109
Hartford, Connecticut 06106

Dear Mr. Coleman:

In accordance with the Joint Rules, submitted herewith are five photostatic copies of the Arbitrator's Award in the matter of the Arbitration between the Board of Trustees of Community-Technical Colleges and the Congress of Connecticut Community Colleges and the Federation of Technical College Teachers, Local 1942, AFT, AFL-CIO re: Allied Health/Nursing Faculty Reopener. The Arbitration Award modifies the 2007 – 2010 collective bargaining agreements between the Board of Trustees and the Congress and the Federation, respectively.

Please consider this to be a submission in accordance with Section 5-278(b) of the General Statutes. An analysis of the General Fund dollars necessary to implement the award is attached. Funding is not currently included in the agency budget to implement the arbitration award and will require an increase in the existing FY2009 -FY2010 appropriations.

No provision of this award requires supersedence. In addition, it is the intent of the parties that dollars appropriated to fund the Arbitrator's Award shall not lapse pursuant to Section 4-89(b) and (d) of the Connecticut General Statutes and Comptroller's Regulations.

Sincerely,

Marc S. Herzog /mal

Marc S. Herzog
Chancellor

MSH/MAL/pl
Attachments

cc: Robert Genuario - with attachments
Tom Fiore - with attachments
Kathy Guay - with attachments

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Board of Trustees
Community-Technical Colleges
61 Woodland Street
Hartford, CT 06105
860.244.7600 phone
860.566.6624 fax
www.commnet.edu

IN THE MATTER OF THE STATUTORY
INTEREST ARBITRATION BETWEEN
----------XXX
BOARD OF TRUSTEES OF THE STATE OF
CONNECTICUT STATE COMMUNITY COLLEGES [BOT]

-AND-

FINAL AND BINDING OPINION AND AWARD
OF THE INTEREST ARBITRATOR

COALITION OF THE CONGRESS OF
CONNECTICUT COMMUNITY COLLEGES
LOCAL 1973 SEIU [ 4 C's]

-and-

THE FEDERATION OF TECHNICAL COLLEGE
TEACHERS, [FTCT] LOCAL 1942, AFT,
AFT CONNECTICUT, AFL-CIO

RE: ALLIED HEALTH / NURSING FACULTY REOPENER
----------XXX

Before: Joel M. Douglas, Ph.D.
Interest Arbitrator

Appearances:

| | |
|---|---|
| For the Board of Trustees: | Richard Voigt, Esq.<br>McCARTER & ENGLISH |
| | Marjorie London, Esq.<br>BOT, Director of Labor Relations and Counsel |
| For the Faculty Unions: | Eric W. Chester, Esq.<br>FERGURSON & DOYLE, P.C. |
| | Dennis Bogusky<br>President, AFT FTCT, Federation of Technical College Teachers – Local 1942 [AFT] |
| | Steve Cohen<br>President, 4C's, Connecticut Congress of Community Colleges, SEIU - Local 1973 |
| Date | April 18, 2009 |

# BACKGROUND

Pursuant to the provisions of C.G.S. §5-27 6 (a), an Interest Arbitration proceeding was commenced for the purpose of making a just and reasonable determination on the matters in

dispute between the aforementioned parties. After bilateral negotiations sessions between the parties were conducted, an impasse was declared. Interest Arbitration (IA) hearings were commenced and arbitration sessions held in and Rocky Hill and Hartford, Connecticut on April 2, April 3, April 4, April 30, June 23 and September 8, 2008 during which time both parties were represented and were afforded full opportunity to present evidence, both oral and written, to examine and cross-examine witnesses and otherwise to set forth their respective positions, arguments and proofs. Briefs were filed on January 26, 2009 and reply briefs on February 9, 2009. [1] On February 9, 2009, a executive session was held in Hartford, CT.

2. The undersigned arbitrator contemplated each issue and carefully and fully considered all the data, exhibits and testimony received from both parties. (See BX # 3 for BOT LBO's) The results of those deliberations are contained in the AWARD that constitutes the Arbitrator's best judgment as to a just and reasonable solution of the impasse. The background of the instant impasse is complex and is set forth in part below. For each issue the discussion presents the LBO, the positions of the parties, and the undersigned's analysis and conclusion. This Award is based on the record as thus constituted. [2] The parties jointly submitted fifteen (15) unresolved issues to the Arbitrator. During the final days of Interest Arbitration, the parties were able to resolve and remove a number of issues, leaving twelve (12) arbitral decisions for Award.

3. The instant matter concerns a wage reopener that arose pursuant to a Binding Interest Arbitration Award for the 2007-2010 contract between the Board of Trustees of the Community Technical Colleges [BOT] and the Federation of Technical College Teachers – Local 1942 [AFT] and the Connecticut Congress of Community Colleges – [ 4Cs]. ( JX #2) The reopener is limited to faculty

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1 All variations in the statutorily prescribed deadlines were agreed to by the parties in conjunction with the undersigned.

2 Where possible the undersigned has incorporated narrative language from the parties themselves and although in edited form, attribution is given.

members teaching in the Allied Health, Dental and Nursing Programs.[3] The two bargaining agents, the AFT and the 4Cs, are collectively known as "The Coalition." Although they maintain separate contracts, for purposes of this round of collective bargaining have negotiated jointly and both took part in the instant wage reopener. The undersigned arbitrator was selected to hear the matters in dispute and has fully complied with all the aspects and provisions of Connecticut General Statute § 5-276A(e)(4).

4. The Board notes that the instant arbitration is occurring at an extraordinary time. The economic crisis confronting Connecticut, as well as the nation, is well known and it is the position of the Board that although they entered a wage reopener, they never contemplated that the economic downturn would be so significant. Additionally, it is the position of the BOT that the Coalition has raised numerous issues that exceed the parameters and construction of the terms of the wage reopener and that by seeking structural changes relating to enhanced compensation for Nursing and Allied Health faculty members that the process has become unnecessarily prolonged, expensive, and cumbersome.

5. The Coalition argues that their unit members do similar duties and should be treated in an equal manner. Thus, many of their proposals are designed to harmonize and synchronize their respective Collective Bargaining Agreements and to develop a sense of equality among the two units. (For the AFT 2005-2007 CBA, see JX #3. For the 2007-2010 4C's CBA, see JX #1) They contend that the BOT refuses to recognize this concept and that many of their proposals would exacerbate and increase the problem. As a partial response, the BOT notes that any of the sought after provisions from one CBA to another were won by one unit or the other after many years of negotiations and are not subject to changes awarded by an Interest Arbitrator.

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[3] Said reopener states: Appendix FF - MEMORANDUM OF AGREEMENT RE: REOPENER NEGOTIATIONS- - The Board and the Federation agree that negotiations for this 2007-2010 contract shall be reopened to permit negotiations of the following items: (1) Compensation for teaching faculty members and clinical faculty in nursing and allied health academic programs. (2) Compensation for teaching faculty members in other than nursing and allied health programs who are assigned to perform academic supervision and administration duties. . . . ( JX #2) There did not appear to be any testimony or issues directly related to the second part of the reopener.

6. Chapter 68 of the Connecticut General Statutes (C.G.S.) sets forth the framework for collective bargaining. Connecticut utilizes an "issue-by-issue presentation" Last Best Offer (LBO) system whereby the Arbitrator must award either the State's or the Union's Last Best Offer. When both sides make proposals that vary the practice the status quo is not an option. The instant proceeding is a result of an IA issued by Arbitrator Golick in which a reopener was fashioned to resolve certain issues. In arriving at this Award, the arbitrator considered the following statutory guidelines contained in CGS § 5-276 (a) and specifically in subsections (e) (5):

1. The history of negotiations between the parties including those leading to the instant proceeding.
2. The existing conditions of employment of similar groups of employees.
3. The wages, fringe benefits and working conditions prevailing in the labor market.
4. The overall compensation paid to employees involved in the arbitration proceedings including direct wages, compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pensions, medical and hospitalization, food and apparel furnished and all other benefits received by such employees.
5. The ability of the employer to pay.
6. Changes in the cost of living.
7. Interest and welfare of the employees.

7. The issue of the extent of the reopener is significant. The majority of the issues presented dealt with ATB economics, premium pay, harmonization, and salary construction. The Board claims that although they agreed to reopen certain compensation issues for Nursing and Allied Health faculty members, they believe that their only obligation is to ensure that their faculties remain competitive with nurses and allied health practitioners who operate at other colleges and universities or in hospitals. The Board acknowledges a statewide nursing shortage and albeit to a lesser degree, a deficit in certain allied health professions. They further submit that it is the responsibility of the Community Colleges to ensure the continued flow of professionals into these areas. The Board also acknowledges that they are competing for nurses and allied health professionals with other programs

that maintain a clinical program. It is for these reasons that the Board originally agreed to a reopener; however, they insist that as competitive pressures lessen that effective 2014 a sunset provision be included in any new wage or compensation schemes.

8. The Board maintains that at the time of the arbitration hearings they were facing a cut of $4.5 million in the current budget and that the LBOs presented by the Coalition have the potential of adding approximately $7 million per annum through the year 2010. It is the position of the Board that the coalition has submitted a "laundry list" and has ignored the financial elements confronting the parties.

9. The Coalition cited previous budget surpluses as an indication of the ability to pay; however, these surpluses are now gone and have given way to significant budget shortfalls. In a more traditional IA the recent economic data submitted by the Coalition would be deemed as controlling; however, with the speed of the current declining economy, the BOT position of a "real time analysis" was deemed persuasive. Considering the economic times in which the instant matter is being heard, it is doubtful if any group could be successful in this endeavor.

10. Concerning the issue of ability to pay it is the position of the Board that Connecticut is in the midst of a severe fiscal crisis. The testimony of Robert Genuario, OPM secretary, was that since the summer of 2008 the projected deficit for fiscal year 2009 was in excess of $302 million, for fiscal year 2010 $2.6 billion and for fiscal year 2011 $3.3 billion. In spite of his testimony the Coalition seeks salary increases and changes in the salary grid that, in the view of the Board, totally ignore this reality.

11. The Board argues that although FY 2008 showed a projected surplus of $263 million in January 2008, that by June 2008 this amount translated into a budget deficit of approximately $19 million to $67 million. It is the position of the State that since this reopener commenced, the budget crisis has significantly increased. The BOT further argued that even if the Board were to survive the 2009 fiscal crisis that the projected deficits for FY 2010 and 2011 are staggering. In those years the

deficit is estimated by OPM to be respective $2.6 billion and $3.3 billion.

12. With respect to the State's reserve fund it is the position of the BOT that the $1.4 billion contained in that fund does not address the state's financial crisis although it obviously would be of some help this amount represents "one time" dollars and cannot be relied upon for rollover costs. The BOT also argued that Connecticut taxpayers share the fourth highest per capita tax burden in the country. (See Board Exhibit 7 at Page 29) When considering this tax burden and the requirement of the State constitution to establish an expenditure cap, it is the position of the BOT that in order to the fund the Coalition LBOs would require dramatic expenditure cuts.

13. The Board further argues that the current salaries for Nursing and Allied Health and Dental faculties are competitive with other institutions and health care providers. The salary increases in the last Interest arbitration Award for the period 2009-2010 reflected adjustments for Assistant Professors from $51,000.00 (old rate) to $71,000.00, for Associate Professors from $58,000.00 to $83,000.00 and for Professors from $66,000.00 to $95,000.00. In addition to these increases, other related salary adjustments were awarded. The BOT also argued that since faculty work a ten-month work year with a possibility of earning additional summertime compensation that if one were to annualize the 10-month salary onto a 12-month basis it would reflect an extremely competitive position vis-à-vis similar hospital and private sector workers. The Board also notes that their LBO, as well as that submitted by the Federation, expands the nursing faculty salary grid by five steps and also increases the schedule for Allied Health faculties. Thus, the potential to earn even greater salaries exists for the faculty involved in this instant impasse. The economic arguments cited by the BOT were persuasive.

14. The Coalition was successful in documenting the severity of the supply and demand aspects of the present and future Nursing and Allied Health faculty shortage in Connecticut. (See UX #6 for "Documentation") The BOT concurred with that position as it pertains to Nursing Faculty but had questions regarding the problem as it concerned Allied Health and Dental faculties. Furthermore, the

BOT viewed the overall problem as somewhat cyclical and for that reason proposed a salary "sunset provisions.

15. Pursuant to the statute, the resulting decision, Opinion and Award represents my best effort to "select the more reasonable last best offer proposal on each of the disputed issues based on the factors in subdivision (5) of this subsection." (See, C.G.S. §5-276a)

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ISSUE NO. ONE 50 Minute Credit Hour

Issue of the Federation:

This issue concerns the payment of a 20% differential for any contact or credit hour in excess of fifty minutes.

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| FEDERATION LBO: | A differential of 20% per contact/credit hour shall be paid for any contact/credit hour scheduled for 60 minutes. The premium for any contact/credit/hour in excess of fifty minutes but less than 60 minutes shall be paid on a pro rated basis. The full value of this differential shall be 20% of the salary grid mean divided by 30. Effective date of implementation shall be the Fall semester of the 2009 -2010 academic year. |
| BOARD LBO: | Current Contract Language |

16. The Federation is seeing an additional 20 percent compensation per contact/ credit hour in matters where a contact/ credit hour is scheduled for 60 minutes or more. If the time period involved falls between 50 and 60 minutes, they seek extra pay calculated on a prorated basis. This issue appears to concern Nursing faculty who work with students in a clinical setting such as critical care hospitals. It is the position of the Board that these schedules are "real time" 60 minute hours and cannot be adjusted downward or compensated for in the manner sought by the Federation. The BOT contends that the Federation is seeking a new 50 minute hour for nursing faculty where none now exists and to establish a pay formula for this new time block. Although Article II of the AFT contract provides that: "*One 50 minute lecture hour shall equal one contact/credit hour for purposes of this provision*" it

is the position of the BOT that this issue is disconnected from the Federation LBO. (See Article V, Section 3a (1) of the 4C CBA) The Board argues that if this proposal is awarded it will create scheduling nightmares for the clinical nursing program and would cause a heavy financial burden.

17. The BOT further cites the POLICY MANUAL which provides that a semester shall have ". . . as a minimum fifteen full weeks of classes which have a fifty-minute period each." (See BX #4 which was originally adopted in 1975 and updated in 2005. They note that this point was further clarified in 1994 when the academic calendar was again defined as having fifteen weeks of fifty minute classes. (BX #5)

18. The record documents that this matter has been previously addressed by other arbitrators including Golick and Meredith. (See UX #2 for Golick Award on this LBO) The record documents that in 2006 Arbitrator Meredith issued a ruling in a grievance arbitration whereby the AFT and the Four C's alleged a contractual violation when the College(s) assigned Nursing faculties to clinical and lab sessions of 60 minutes. (See Board Exhibit #6) In the denying that grievance Meredith stated that the language in the CBA referred only to 50 minute lecture hours and was not applicable in a clinical nursing setting. She noted that the 50 minute lecture hour was instituted for a variety of reasons including convenience and the need to move from classroom to classroom. She did not find these considerations applicable in a clinical setting. Additionally Meredith contended that the Carnegie standard for the 50 minute lecture hour was considered and that the Board's schedule was in compliance.

19. The Coalition notes that in March 2008 Interest Arbitrator Golick awarded a 50 minute clinical hour to certain AFT positions. However, the record notes that Golick stated that her decision did not impact upon Clinical Nursing or Allied Health faculties. Furthermore, in their 2008 LBO before Golick the AFT had argued that the time conversion from 60 to 50 minutes was "a no cost" item since it was in the control of the Board to establish and docket 50 minute schedules. The BOT submits that Arbitrator Golick rejected this reasoning. In support of their rationale for opposing this

modification the Board relied in part on the following Golick language:

> *The Federation has expressly stated that its proposal on this point does not apply to clinicals or allied health, which have historically been scheduled for 60 minutes, which take place in hospitals or other medical facilities, and which were the subject of a workload grievance decided by Arbitrator Susan Meredith.* (See Union Exhibit No. 2.)

20. It is the position of the Board that the Coalition argument represents the worse possible case of "bootstrapping" and that arbitrators Meredith and Golick have expressly rejected the Union's position. Additionally, they argued that the instant item is not a "no cost" proposal since the scheduling of clinical hours in blocks of 50 minutes is unfeasible and if done, very expensive. The Board sees this item as one in which the Coalition does not seek to reduce the time worked to 50 minutes, but instead is desirous of a 20 percent salary premium for actual hours worked. They further argue that since the AFT expressly stated to Arbitrator Golick that their Interest Arbitration initial LBO excluded clinical faculty, that they cannot now withdraw that limitation and argue in opposite.

21. The Board relies in part on the testimony of Dean Branchini, Three River Communities College, in which she argued that the scheduling of 50 minute clinical hour for Nursing and Allied Health faculties would in essence be disastrous. (See Transcript Volume III @ Page 95). It was her view that students and faculty in the clinical nursing program must work the same shift utilized in the hospital and to now segment it to perform in 50 minute blocks is not practical. Branchini also added that the nursing program relies heavily on a clinical as opposed to a classroom setting and to abandon the 60 minute hour, or to establish a new compensation scheme, is unwarranted. Branchini testified that the Community College system competes with other Statewide nursing programs including those at the University of Connecticut, the State University system, Saint Vincent's Hospital, Bridgeport Hospital, Quinnipiac University, Fairfield University, Sacred Heart University, and Goodwin College and that in all of these there are no instances of 50 minute clinical settings. The Board argued that to implement this LBO for the 2009-2010 academic year would cost approximately $932,175.00. (Board Exhibit No. 13). In addition this amount, in subsequent years the costs would roll over and severely

jeopardize the continuation of the program.

22. The position of the Federation was not persuasive. Their reliance on the Carnegie standard was misplaced. Carnegie does not set a maximum but instead addresses the time period of a classroom hour. Furthermore, the argument articulated by the BOT that to change the definition of a clinical hour without bargaining, and to leave same to an Interest Arbitrator, was noted. The potential problems with the Federation LBO outweigh their perceived advantages and is rejected. To argue that the BOT can schedule clinical instruction in blocs of fifty minutes is not supported by record evidence. The last best offer of the Board is more reasonable based upon the statutory factors and is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.

2. The ability of the employer to pay.

3. The existing conditions of employment of similar groups of employees.

4. The wages, fringe benefits and working conditions prevailing in the labor market.

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ISSUE NO. TWO Overload

Issue of the Federation:

This issue concerns the creation of an overload formula. Both parties seek a new overload compensation scheme; however the difference is that the Coalition LBO extends this benefit to all faculty in the Allied health, Dental and Nursing programs while the Board LBO is limited to full time Nursing faculties.

FEDERATION LBO: Faculty in Allied Health, Dental, or nursing who teach an overload shall be compensated for the overload based on the following formula: Employee's base salary divided by 30 = per

credit compensation for required overload. Effective date of implementation shall be the Fall semester of the 2009 -2010 academic year.

BOARD LBO: Effective with the Fall semester of 2009-10, the structural overloads for full time Nursing faculty under the common curriculum shall be calculated by dividing the employee's base salary by 30 and multiplying the number of contact/credit hours of the overload. All other overloads for full time nursing faculty and full-time Allied Health faculty members shall continue to be paid at the part time lecturer rate.

23. With respect to this impasse item, both parties have developed an overload formula which, for Nursing faculties, appears to be the same. The difference between the two LBO's is that the Coalition's overload formula includes Allied Health and Dental faculties as well as Nursing faculty while the BOT does not. It is the position of the Board that the Allied Health and Dental faculty are treated in the same manner as other faculty who teach voluntary overloads and that no distinction is needed.

24. The BOT submits that the Coalition LBO is vague and that the introduction a new "Common Curriculum" mandates the exclusions of Allied Health faculties from the overload formula. The same arguments of "vagueness" were raised by the Coalition when they addressed the BOT LBO. The Board argues that this LBO must be rejected because the economics associated with the granting of this overload formula for senior Allied Health and Dental faculty members would severely exceed the present part-time and industry rate.

25. Additionally, it is the position of the Board that if the Coalition LBO were granted, a separate class would be carved out between Allied Health and Nursing faculties and others not so affected. Yet the history of this proceeding indicates that a distinct class has already been carved out by the granting of an overload formula for Nursing faculties and by the establishment of the instant wage reopener. The arguments offered by the Board were not credited. (For a listing of Full - Time Nursing Faculty Overloads see UX #5) There is no reason in the record why a distinction should be created with respect to the denial of overload payments for Allied Health and Dental faculties. Their shortages and retention problems, while perhaps not as significant as that of Nursing faculty, were also noted for the

record. The last best offer of the Federation is more reasonable based upon the statutory factors and is so awarded.

STATUTORY FACTORS

1. The overall compensation paid to employees involved in the arbitration proceedings including direct wages, compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pensions, medical and hospitalization, food and apparel furnished and all other benefits received by such employees.

2. The ability of the employer to pay.

3. Changes in the cost of living.

4. Interest and welfare of the employees.

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ISSUE NO. THREE Biweekly Payment

Issue of the Federation:

This issue concerns the faculty biweekly payment schedule. The Board has accepted the Coalition's LBO and it is thus awarded.

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| FEDERATION LBO: | Cash compensation for overload, program coordinators, chairs, or any other compensation paid for work performed other than that covered by the employees' base salary shall be paid bi-weekly starting with the pay period that includes October 15th and ending with the pay period that includes June 15th. |
| BOARD LBO: | The Board has accepted the Federation LBO on Issue # Three. |

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ISSUE NO. FOUR Allied Health/Dental/Nursing Professional Development

Issue of the Federation:

This issue concerns the creation of a new and separate professional development fund for members

of the Nursing and Allied Health faculty.

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| FEDERATION LBO: | A professional development fund shall be created for Allied Health/Nursing staff. In each year of the agreement, $125,000 shall be allocated for Allied Health and Nursing professional development. Current procedures for the allocation of professional development. Current procedures for the allocation of professional development funding shall be consistent with existing collective bargaining agreements. 60 % of those funds shall be for professional development of employees in the 4C's bargaining unit, 40% shall be for the professional development of employees in the AFT bargaining unit. Effective date of implementation shall be the Fall semester of the 2009 -2010 academic year. |
| BOARD LBO: | Current Contract Language |

26. The Board seeks to preserve the current professional development fund and has not offered to increase this amount. The Federation seeks to step-up the fund by an amount equal to $125,000.00 and argues that the present system is inadequate since all system-wide faculties have access to it. The Board argues that the amount of the new fund, $125,000.00, is unnecessary and that when considering the economic and budgetary climate is also unwarranted. It is the Board's position that the present 4C Fund, an amount in excess of $369,000.00 for the academic year 2009-2010, is sufficient, and represents an increase of nearly 10 percent from the 2007- 2008 academic year.

27. The Federation argued that the BOT failed to establish that the present CBA amount is adequate to fund the current professional development needs. (BX #11) This point, while of interest, is not dispositive. It is not the burden of the BOT to establish that the present status quo is enough but instead for the Federation to document why the amount contained the CBA is insufficient to fund present needs. That Faculty can no longer expect to be totally reimbursed for their professional development needs is acknowledged and is indeed a reflection of the state of today's economy. Nevertheless, when addressing competing economic needs, putting additional monies into these accounts is not warranted.

28. The Board also argues that to separate Nursing and Allied Health faculty from other members of the bargaining unit, and give them special treatment by the establishment of a dedicated fund, is

unnecessary. The Board further argues that type of item is not illustrative of a wage reopener and instead is one which belongs in a full collective bargaining session. The position of the Board is persuasive.

29. The absence of evidence as to demonstrated problems in this area mandates no changes. Accordingly the BOT LBO must be regarded as the more reasonable and is so awarded. The last best offer of the Board is more reasonable based upon the statutory factors and is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.

5. The ability of the employer to pay.

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ISSUE NO. FIVE License fees

This issue concerns the creation of a new and separate professional development fund for members of the Nursing and Allied Health Faculty.

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| FEDERATION LBO: | The Federation has accepted the Board LBO on Issue # five. |
| BOARD LBO: | The Board shall reimburse nursing and allied health faculty for the cost of maintaining professional licenses that are required by program accrediting bodies for the performance of the faculty member's job. |
| | The Federation has accepted the Board LBO and accordingly the BOT LBO is awarded. |

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ISSUE NO. SIX Promotion

Issue of the Federation:

FEDERATION LBO:

A. In 2007 - 2008 there shall be allocated $63,000 rolling dollars for the promotion of Allied Health, Dental and Nursing Faculty. 60 % of those funds shall be for promotion of employees in the 4C bargaining unit 40 % shall be for promotion of employees in the AFT bargaining unit. If these funds are insufficient to pay for promotion, monies shall be allocated from promotion dollars contained in the current Collective Bargaining Agreement.

B. In 2008 - 2009 there shall be allocated $73,000 rolling dollars for the promotion of Allied Health, Dental and Nursing Faculty. 60% of those funds shall be for promotion of employees in the 4C bargaining unit 40 % shall be for promotion of employees in the AFT bargaining unit. If these funds are insufficient to pay for promotion, monies shall be allocated from promotion dollars contained in the current Collective Bargaining Agreement.

C. In 2009- 2010 there shall be allocated $83,000 rolling dollars for the promotion of Allied Health, Dental and Nursing Faculty. 60% of those funds shall be for promotion of employees in the 4C bargaining unit 40 % shall be for promotion of employees in the AFT bargaining unit. If these funds are insufficient to pay for promotion, monies shall be allocated from promotion dollars contained in the current Collective Bargaining Agreement.

BOARD LBO:

Current Contract Language

30. The Coalition seeks to add an amount of $63,000.00 in year one, $73,000.00 in year two and $83,000.00 in year three in the form of "rolling dollars" for the promotion of Allied Health, Dental and Nursing faculty. It is the position of the Board that the current contract language is sufficient to fund all faculty promotions. The Board argues that the present promotion process as set forth in Article XII, Section Four, of the 4C contract is ample whereupon it provides that upon promotion a faculty member shall have their salary increased by at least one step at the new rank with a minimum set forth in the new rank. [4] Furthermore, Section 16.6 of the AFT contract also provides for promotion increases. To now establish a separately funded promotion account for the Nursing and Allied Health faculty is, in the view of the Board, unwarranted. The BOT contends that the cost of such modification is significant and over the three-year time period included in this Opinion and

[4] Steve Cohen, President of the 4 C unit, testified that promotion issues relating to program coordinators and department chairs have been placed on hold. The Coalition takes the position that by delaying this issue, the reduction in anticipated immediate promotion costs is viewed by the Federation as being supportive of their LBO.

Award would add $219,000.00 to overall budgetary costs. Furthermore, since these promotion costs have been defined as "rolling dollars" their continuation would continue.

31. It is the position of the Board that promotions that have been funded and this has been achieved by the implementation of the current contract language. To modify the current CBAs by creating a distinction between promotion costs for Nursing and Allied Health faculty is, at this time, is unwarranted.

32. There is no evidence in the record of any failure to adequately fund promotions. The testimony adduced at the hearings does not support this modification. In the absence of a demonstrated record as to demonstrated problems in this section, the BOT LBO must be regarded as the more reasonable and is so awarded. The last best offer of the Board is more reasonable based upon the statutory factors and is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.

2. The ability of the employer to pay.

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ISSUE NO. SEVEN Clerical Support

Issue of the Federation:

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| FEDERATION LBO: | A. Allied Health, Dental/Nursing faculty who do not have the additional clerical staff shall be credited a minimum of four (4) hours per week toward the satisfaction of Additional Responsibilities. |
| BOARD LBO: | Current Contract Language [5] |

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[5] The Board argued that Part A of this issue is a non mandatory subject of bargaining.

33. It is the position of the Board that this item constitutes an improper subject of collective bargaining and should not be part of the instant wage reopener. The purpose of the reopener was to negotiate and resolve issues related to compensation for Allied Health, Dental and Nursing faculty members and according to the Board, was never intended to address system-wide changes outside of the scope of salary increases. The Board further argues that the Management Rights clause in the 4C contract vests in the Board "*the exclusive authority to determine the methods and means necessary to fulfill the mission of the system and to determine staffing requirements and appointment of personnel*" (See Article III of the 4C contract and Article VII of the AFT contract). It is the position of the Board that they have not ceded these rights and that the arbitrator must deny the LBO.

34. The Federation submits that this is a no-cost item. ( BX #17) They argue that since faculty members have a certain obligation to perform "Additional Responsibilities" the time saved from being relieved from clerical duties can be devoted to the primary duty of teaching. They further argue that faculty are performing more clerical duties and that works against the primary purposes of the Community College. (For example, see UX #3, the "Outcome Assessment Results" for all of the assessment tools and the expected outcome versus the actual outcome.) That faculty are performing clerical functions is acknowledged; however, the hiring of administrative and clerical staff is a problematic subject for a wage reopener.

35. The Board notes that in order to limit unnecessary litigation they did not seek an Order from the State Board of Labor Relations to preclude this arbitrator from ruling on this issue; however, they note that by addressing this LBO, they are not waiving any of their legal rights which they have fully preserved if they decide to further litigate this issue. This point is noted and acknowledged.

36. The Board also argued that when considering the merits of the instant matter that the LBO should be rejected. They submit that the Coalition has done nothing more than to provide insufficient anecdotal evidence to support their proposed LBO. Additionally in terms of costing their position, the Board notes that for fiscal 2010 the cost, including benefits, to hire the additional clerical staff sought by the Federation would be in excess of $800,000.00. Additionally since these would not be one-time

appointments, the roll-over costs would be expected to continue.

37. The undersigned takes no position on the issue of improper subjects of bargaining but finds that based on the merits of the respective LBO's, the position of the Board more adequately satisfies the statutory requirements. The evidence introduced into the record by the Federation did not meet the statutory criteria. The testimony produced at the hearings does not support this modification. In the absence of evidence as to demonstrated problems in this area, the State's LBO must be regarded as the more reasonable and is so awarded. The last best offer of the Board is more reasonable and based upon the statutory factors is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.

2. The existing conditions of employment of similar groups of employees.

5. The ability of the employer to pay.

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ISSUE NO. EIGHT Mileage

Issue of the Federation:

FEDERATION LBO: Bargaining unit members who teach at more than one college or at a location more than ten (10 miles) from the home campus shall receive a five hundred dollar ($500.00) stipend per semester. This stipend is in addition to the current mileage rate received by faculty for travel to an from off campus locations. Effective date of implementation shall be the Fall semester of the 2009 -2010 academic year.

BOARD LBO: Current Contract Language for each union.

38. The Board seeks the preservation of the status quo while the Federation has a new proposal which would provide that faculty who teach at more than one college, or in situations where the

teaching location is more than ten miles away from the home campus, a stipend of $500.00 per semester. At present the AFT contract provides for that stipend; however, the 4C CBA does not contain same. The record documents that the sister unions are attempting to harmonize this provision.

39. It is the position of the Board that since the 4C unit did not obtain this stipend in the last round of collective bargaining or Interest Arbitration, they now seek it as an "add-on' to the AFT agreement. It is the further the position of the Board that no evidence was introduced to warrant this change. Additionally the BOT avers that the carving out of another special benefit for Allied Health and Nursing faculties is unwarranted. The Board further argues that this proposal is again a "back door" approach to modify the existing CBAs where all that was originally intended was a wage and salary reopener.

40. Aside from its existence in the AFT CBA, there is no evidence to suggest the viability of this proposal. The last best offer of the Board is more reasonable based upon the statutory factors and is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.

5. The ability of the employer to pay.

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ISSUE NO. NINE Accreditation Reports and Articulation Agreements

Issue of the Federation:

FEDERATION LBO: Allied Health/Dental /Nursing faculty program coordinators or chairs who are assigned the responsibility of completing accreditation reports or articulation agreements shall receive one (1) credit of release time or cash compensation at the adjunct rate in the year for which the report is due. Effective

date of implementation shall be the Fall semester of the 2009 -2010 academic year.

BOARD LBO: Current Contract Language.

41. The Federation is seeking additional compensation for faculty members who have the responsibility of completing accreditation reports or articulation agreements. The Board has rejected this proposal and has argued that the current contract language which provides released time for these assignments is sufficient. While not denying the fact that extra work is often involved in the preparation of these reports, it is the position of the Board that this LBO is equivalent to an unjustified salary increase for program coordinators.

42. The BOT argues that Allied Health program coordinators receive released time which is sufficient to cover the preparation of accreditation report and/or articulation agreements. For example, they note that a program coordinator with six credit hours of released time per semester receives 18 hours per week to work on their reports. Over the course of a 15-week semester that is equivalent to 270 hours. The Board further notes that these reports are due only once every 5 to 8 years and to grant an annual stipend is unwarranted. It is the position of the BOT that the Coalition has failed to provide adequate evidence in support of their LBO and that this proposal should be rejected.

43. Absent a demonstrated and documented justification to Award this benefit to the Federation, the BOT LBO is considered more reasonable and is so awarded. The present released time appears adequate for the preparation of these mandated reports. The BOT last best offer on this issue is more reasonable and based upon the statutory factors is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.

2. The ability of the employer to pay.

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ISSUE NO. TEN Nursing Coordinator, Lead Instructors, and Course Coordinators.

Issue of the Federation:

FEDERATION LBO: The Coalition has accepted the Board's LBO on Issue # 10.

BOARD LBO: Effective with the Spring semester 2009, course leaders shall be paid $4000.00 per semester, such amount to be taken from the appropriate contract account. New money required to fund this proposal shall be used to establish a contract account in the Federation account.

The Federation has accepted the Board LBO and accordingly the BOT LBO is awarded.

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ISSUE NO. ELEVEN Compensation for Summer and Intercession Work

Issue of the Federation and the Board:

FEDERATION LBO: The Coalition has accepted the Board's LBO on Issue # 11.

BOARD LBO: Up to a total of 30 days of work during the summer or intercession may be allotted to a college's nursing program and to an Allied Health department or divisions, to be used by department chairs, program coordinators and/or nursing/dental course leaders, as determined by the President or his/her designee. Said days shall be paid at the negotiated per diem rate.

The Federation has accepted the Board LBO and accordingly the BOT LBO is awarded.

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ISSUE NO. TWELVE Allied Health/Dental Nursing Retention Bonus (Full Time Employees) Compensation for Summer and Intercession Work

Issue of the Federation:

FEDERATION LBO: The Longevity Salary Schedule that exists in the current

Federation's Collective Bargaining Agreement shall also be applied to the 4C's Nursing, Allied Health and Dental Faculty. Effective date of implementation shall be the Fall semester of the 2009 -2010 academic year.

BOARD LBO: Current Contract Language.

44. The Coalition has argued that the AFT longevity schedule should be applied to the 4C Nursing Allied Health and Dental faculty. The Board has rejected this proposal. The Board notes that the AFT and 4C contract both currently provide for longevity payments. These are semi-annual salary payments to unit members who have spent at least ten years in the system. The parties are familiar with the concept of longevity and there is no need to further address that issue here except to note the BOT position that there is no direct correlation between the granting of a longevity payment and a faculty member remaining within the system.

45. Additionally, the Board rejects the concept that an Interest Arbitrator can override the historical evolution of the two separate longevity systems. The Coalition rejects this argument and submits that they are attempting nothing more than to harmonize the two existing CBAs. It is the Board's position that once again the Coalition has exceeded the intent of the wage reopener. If harmonization the goal then one can argue that the proper venue for this type of adjustment is either collective bargaining or the initial Interest Arbitration. The last best offer of the BOT is more reasonable based upon the statutory factors and is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.

5. The ability of the employer to pay.

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ISSUE NO. THIRTEEN Allied Health/ Nursing Clinical EAs (< 20 hours/week) Issue of the Federation:

**Issue of the Federation and the BOT:**

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|---|---|
| **FEDERATION LBO:** | **Clinical EA's shall be paid 1.5 hours for every hour they work in a clinical setting. Effective date of implementation shall be the Fall semester of the 2009 -2010 academic year.** |
| **BOARD LBO:** | **Effective with the pay period January 2-15, 2009, the part – tine Clinical Faculty rate shall be increased to $65/hour. All other terms and conditions of employment of clinical Faculty shall be governed by the Congress Agreement for Part-Time Employees.** |

**46. Both parties have submitted proposals to increase the salary of Allied Health/Nursing Clinical EAs (Educational Assistants). The Coalition has sought to create a 50 percent premium pay schedule for clinical faculty otherwise referred to as clinical educational assistants. By remunerating every hour at 1.5 %, the new hourly rate would be approximately $81.00. The highest hourly rate under the present CBA is approximately $54.00. If the Coalition LBO were granted it would rise to $81.00 per hour. The Board LBO significantly increases the $54.00 rate to $65.00 an adjustment of $11.00.**

**47. It is the position of the Board that the EAs, while they perform a significant and necessary function, are "absolutely not" the equivalent of a full-time faculty member. (See Revised Stipulation Agreement in which the partied agreed that "*The Employer, AFT, and the 4Cs (hereinafter the Parties) additionally agree that employees referred to as Clinical Faculty are in a special category and that they are not regular faculty.*" (UX #4) The testimony of Dean Branchini was that full-time faculty, and not Clinical EA's serve as student "advisors, write and test the curriculum, and prepare and score examination questions. Although they often work in a clinical setting, the distinction is noted. (See TR Volume III, Pages 92/93)**

**48. While both parties acknowledge some difficulty in recruiting and retaining clinical EAs, the $65.00 per hour rate, as offered by the Board, should assist in the resolution of this issue. While it is correct that the Federation proposed rate of $81.00 per hour might be a greater incentive for recruitment and retention, it is the position of the Board that the proposed amount is excessive. The**

Board notes that according to the Connecticut Department of Labor Statistics for the year 2007 the wage rate for RNs in Connecticut ranged from $23.00 to $41.00 per hour. Other cited examples were also significantly below the proposed $ 81.00 or even the $65.00 hourly rate.

49. There is no reason the record to increase this amount by the Federation LBO of fifty per cent. A fifty per cent increase at this time is unwarranted and excessive. Based on the record the last best offer of the Board is more reasonable and based upon the statutory factors is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.
2. The existing conditions of employment of similar groups of employees.
3. The ability of the employer to pay.

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ISSUE NO. FOURTEEN — Allied Health/ Nursing Shift and Weekend Differential

Issue of the Federation:

FEDERATION LBO: Weekend: A differential equal to two (2) credits at the adjunct rate shall be paid to an employee who teaches a course, clinical, or lab on a weekend day.

Shift: A differential equal to two (2) credits at the adjunct rate shall be paid to an employee who teaches a course, clinical, or lab in the evening.

Effective date of implementation shall be the Fall semester of the 2009 -2010 academic year.

BOARD LBO: Current Contract Language.

There shall be no shift or weekend differential.

50. The Coalition is seeking a weekend and/or night shift differential for Allied Health and Nursing faculty. The Board rejects any such modification. The thrust of the Board's defense is that

premium pay of this type is unnecessary and exceeds the dimensions of this wage reopener. The BOT argues that the concept of paying faculty who are assigned an "inconvenient work schedule" is not supported by the record evidence. For example they argue that the nursing program at Gateway Community College is designed entirely as an evening program as an accommodation to students. As a result their nursing faculty only teach in the evening.

51. The Board also argues that there is no such thing as a Community College "day, evening or weekend" shift since the fundamental concept of a Community College is to reach out and offer a variety of programs at nontraditional times. In terms of costs, it is the position of the Board that the coalition LBO as submitted would add approximately $230,000.00 to the annual budget and would continue to increase with significant rollover costs. The BOT resists this change and submits that absent any evidence of problems with the current wording that their LBO must be adopted. They further note that with respect to these types of benefits that Allied Health and Dental faculty, "... is unique" and is adequately safeguarded.

52. Aside from a raise in salary, there is no evidence that a premium payment of this type is warranted. In consideration of the bargaining history and the evidence produced, there is no demonstrated need to incorporate change in this area. Premium pay is traditionally reserved for those work situations where a distinct hardship is incurred and the job in question is rotated on some sort of defined schedule. The situation cited here does not meet the traditional standard for premium pay but is more reflective of ones specific assigned position. Faculty who teach weekends or evening may do so for a particular reason and to reward them with a nonnegotiated premium pay is insupportable. Should the parties believe that a premium pay schedule would assist in the recruitment and retention of Nursing and Allied health/Dental faculty, it behooves them to negotiate same.

53. The negotiations' history, as well as the potential problems associated with the implementation of the Federation LBO makes the BOT last best offer on this issue more reasonable and based upon the statutory factors and is so awarded. In finding for the BOT, the nature of the bargaining unit

and the competitive nature of the membership with those in the private sector doing similar work was acknowledged. Furthermore, in consideration of the negotiations history, the concerns raised by the BOT were persuasive. In the absence of evidence to the contrary, and in recognition of the negotiations history, the BOT LBO for the retention of the current language without the establishment of a premium pay schedule must be regarded as the more reasonable and is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.
2. The existing conditions of employment of similar groups of employees.
3. The ability of the employer to pay.

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ISSUE NO. FIFTEEN Wages

Issue of the Federation and the BOT:

FEDERATION LBO:

A. The minimum hiring rate for full time Allied Health/Dental and Nursing faculty shall be Assistant Professor Step 5.

B. For nursing, Allied Health and Dental faculty members, two additional steps shall be added to the top of the Assistant Professor rank on the salary grid; three additional steps shall be added to the top of the Associate Professor rank; and four additional steps shall be added to the top of the Professor rank on the salary grid.

C. There shall be no sunset provision.

*** *Regarding issue #15. the Coalition agrees to parts C, D, E of the BOT"s LBO.*

BOARD LBO:

A. The minimum hiring step for nursing faculty members shall be Step 5 of the Assistant Professor Salary grid. The minimum hiring step for Allied Health faculty members shall be Step 2 of the hiring rank.

B. For Nursing faculty members, two additional steps shall be added to the top of the Assistant Professor rank on the salary grid; three additional steps shall be added to the top of the Associate Professor rank; and four additional steps shall be added to the top of the

Professor rank on the salary grid. For allied health faculty members, one additional step shall be added to the top of the salary grid at each rank.

C. Incumbent nursing/allied health faculty members who are at a step lower than the new hiring step shall be moved to the new hiring step. Nursing/Allied health faculty members who are at the new hiring step shall be moved to the next step.

D. In the first pay period of calendar year 2009 (January 2-15), nursing/allied health faculty members who were hired below the new hiring step but who, as of January 2, 2009, are above the hiring step shall receive an additional step increase.

E. In the first pay period of calendar year 2010 (January 1-14), nursing/allied health faculty members who were hired below the new hiring step but who, as of January 1, 2010, are above the hiring step shall receive an additional step increase.

F. The terms of this proposal shall sunset on 6/14/14.

54. As has been often said, wage and salary determination is far from an exact science; however, the undersigned was guided by the criteria set forth in the statute. These factors included:

1. *The history of negotiations between the parties including those leading to the instant proceeding.*

2. *The existing conditions of employment of similar groups of employees.*

3. *The wages, fringe benefits and working conditions prevailing in the labor market.*

4. *The overall compensation paid to employees involved in the arbitration proceedings including direct wages, compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pensions, medical and hospitalization, food and apparel furnished and all other benefits received by such employees.*

5. *The ability of the employer to pay.*

6. *Changes in the cost of living.*

7. *Interests and welfare of the employees.*

55. The Arbitrator has considered all the cited statutory criteria and first addresses the comparability standard. The focus of the State's case was that the instant unit competes with other Statewide College and University systems as well as other private institutions. Yet this matter is limited to a "wage reopener" and therefore the range of comparability is somewhat more limited. In a traditional IA the question of comparability is significant and therefore it is assumed that the Interest Arbitrator who crafted the prior Award gave due consideration to the comparability standard. The Arbitrator has also considered the role that CPI has played in interest arbitration. Widely accepted as one of the criteria utilized in the formulation of compensation and benefits, the record demonstrates that the CPI has been previously used by Arbitrator Golick in the formulation of her IA Award. To recompute this figure again and to factor it into the overall wage settlement is unwarranted.

56. The record documents that in FY 2008 the State of Connecticut experienced widespread financial difficulties with additional monetary problems predicted for the "out years." The testimony of OPM Secretary Robert Genuario that serious financial problems have occurred and that more problems lie ahead were noted and credited. Concerning the burden on Connecticut tax payers, he testified that the State had one of the highest tax rates in the United States and ranked 4th on a per capita basis. In conjunction with this impact he stated that when one adds the per capita state income tax to the federal tax the burden becomes greater. (For a complete analysis of the OPM Ability to Pay testimony see ( BX#7)

57. The statute further requires that the arbitrator examine "the ability of the employer to pay." The wage increases set forth herein comply with the statutory requirements of financial ability to pay. Based on the record, the parties have agreed to the payment of nursing faculty. It is only within the parameters of Allied Health faculty that there is a dispute. Furthermore, the LBO of the Board includes a sunset provision effective June 30, 2014 and offers smaller raises to Allied Health faculty. By its LBO the BOT has *de facto* admitted that there exists a certain ability to pay the increases sought by the Nursing Faculty.

58. The aforementioned statutory requirement to consider " . . . existing conditions of employment of similar groups of employees, and, . . . wages, fringe benefits and working conditions prevailing in the labor market" was also factored in. Moreover, the statute provides that "the history of negotiations between the parties including those leading to the instant proceeding" be considered. Additionally, this Award has made some use of the well-established procedure of deferred compensation and other economic mechanisms to ensure a maximum economic benefit at the lowest possible cost. While less money may be paid out in a given year, at the end of that time period the roll over rate is equivalent to a raise for the entire time period. These adjustments are consistent with the statutory criteria and are based on the record developed by the parties.

59. While both sides have submitted salary increases the primary difference appears to be that the Coalition proposal does not contain a sunset provision and would apply to Allied Health and Dental faculty in addition to Nursing faculty. While I have been careful in other sections of this Award so as to not "piggyback" on similarities between the 4C's and the AFT contracts, in this issue uniformity is required. There is a system wide Allied Health and Dental faculty concern and both of these groups have been included in the wage reopener. The need to treat Allied Health and Nursing faculty differently with respect to this LBO was not established. While it is true that the LBO of the federation advantages clinical faculty who may not regularly teach in a clinical setting, their inclusion in the wage reopener suggests the presence of a significant problem within this group. The last best offer of the Coalition is more reasonable and based upon the statutory factors is so awarded.

STATUTORY FACTORS

1. The history of negotiations between the parties including those leading to the instant proceeding.

2. The existing conditions of employment of similar groups of employees.

3. The wages, fringe benefits and working conditions prevailing in the labor market.

4. The overall compensation paid to employees involved in the arbitration proceedings including direct wages, compensation, overtime and premium pay, vacations, holidays and other leave, insurance, pensions, medical and hospitalization, food and apparel furnished and all other benefits received by such employees.

5. **The ability of the employer to pay.**

# AWARD

**The following LBO's represent my Final Award on the items presented to me.**

| | |
|---|---|
| **ISSUE NO. ONE** | **50 Minute Credit Hour**<br>**Continuation of Current Contract Language** |
| **ISSUE NO. TWO** | **Overload**<br>**Faculty in Allied Health, Dental, or nursing who teach an overload shall be compensated for the overload based on the following formula: Employee's base salary divided by 30 = per credit compensation for required overload. Effective date of implementation shall be the Fall semester of the 2009 -2010 academic year.** |
| **ISSUE NO. THREE** | **Biweekly Payment**<br>**The Board has accepted the Federation LBO on Issue # Three.**<br>**Cash compensation for overload, program coordinators, chairs, or any other compensation paid for work performed other than that covered by the employees' base salary shall be paid bi-weekly starting with the pay period that includes October 15th and ending with the pay period that includes June 15th.** |
| **ISSUE NO. FOUR** | **Allied Health/Dental/Nursing Professional Development**<br>**Continuation of Current Contract Language** |
| **ISSUE NO. FIVE** | **License fees**<br>**The Federation has accepted the Board LBO on Issue # five and accordingly the BOT LBO is awarded.**<br>**The Board shall reimburse nursing and allied health faculty for the cost of maintaining professional licenses that are required by program accrediting bodies for the performance of the faculty member's job.** |
| **ISSUE NO. SIX** | **Promotion**<br>**Continuation of Current Contract Language** |
| **ISSUE NO. SEVEN** | **Clerical Support**<br>**Continuation of Current Contract Language** |
| **ISSUE NO. EIGHT** | **Mileage**<br>**Continuation of Current Contract Language** |

ISSUE NO. NINE Accreditation Reports and Articulation Agreements
Continuation of Current Contract Language

ISSUE NO. TEN Nursing Coordinator, Lead Instructors, and Course Coordinators .
The Federation has accepted the Board LBO on Issue # Ten and accordingly the BOT LBO is awarded.
Effective with the Spring semester 2009, course leaders shall be paid $4000.00 per semester, such amount to be taken from the appropriate contract account. New money required to fund this proposal shall be used to establish a contract account in the Federation account.

ISSUE NO. ELEVEN Compensation for Summer and Intercession Work
The Federation has accepted the Board LBO on Issue # Eleven and accordingly the BOT LBO is awarded.
Up to a total of 30 days of work during the summer or intercession may be allotted to a college's nursing program and to an Allied Health department or divisions, to be used by department chairs, program coordinators and/or nursing/dental course leaders, as determined by the President or his/her designee. Said days shall be paid at the negotiated per diem rate.

ISSUE NO. TWELVE Allied Health/Dental Nursing Retention Bonus (Full Time Employees)
Compensation for Summer and Intercession Work
Continuation of Current Contract Language

ISSUE NO. THIRTEEN Allied Health/ Nursing Clinical EAs (< 20 hours/week)
Effective with the pay period January 2-15, 2009, the part – tine Clinical Faculty rate shall be increased to $65/hour. All other terms and conditions of employment of clinical Faculty shall be governed by the Congress Agreement for Part-Time Employees.

ISSUE NO. FOURTEEN Allied Health/ Nursing Shift and Weekend Differential
Current Contract Language.
There shall be no shift or weekend differential.

ISSUE NO. FIFTEEN Wages

A. The minimum hiring rate for full time Allied Health/Dental and Nursing faculty shall be Assistant Professor Step 5.

B. For nursing, Allied Health and Dental faculty members, two additional steps shall be added to the top of the Assistant Professor rank on the salary grid; three additional steps shall be added to the top of the Associate Professor rank; and four additional steps shall be added to the top of the Professor rank on the salary grid.

C. There shall be no sunset provision.

**D.** **The Coalition agrees to parts C, D, E of the BOT"s LBO.**

*C.* ***Incumbent nursing/allied health faculty members who are at a step lower than the new hiring step shall be moved to the new hiring step. Nursing/Allied health faculty members who are at the new hiring step shall be moved to the next step.***

*D.* ***In the first pay period of calendar year 2009 (January 2-15), nursing/allied health faculty members who were hired below the new hiring step but who, as of January 2, 2009 , are above the hiring step shall receive an additional step increase.***

*E.* ***In the first pay period of calendar year 2010 (January 1-14), nursing/allied health faculty members who were hired below the new hiring step but who, as of January 1, 2010, are above the hiring step shall receive an additional step increase.***

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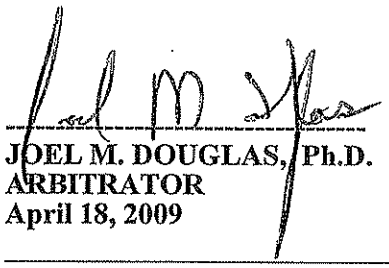
**STATE OF NEW YORK**
**COUNTY OF WESTCHESTER**

**I, JOEL M. DOUGLAS, DO HEREBY AFFIRM UPON MY OATH AS ARBITRATOR THAT I AM THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THIS INSTRUMENT WHICH IS MY AWARD.**



**JOEL M. DOUGLAS, Ph.D.**
**ARBITRATOR**
**April 18, 2009**

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