

AGREEMENT

between

UNIVERSITY OF HARTFORD

and

CONGRESS OF CONNECTICUT COMMUNITY COLLEGES, SERVICE  
EMPLOYEES INTERNATIONAL UNION LOCAL 1973

2018-2021

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This Agreement is entered this \_\_\_\_ day of \_\_\_\_\_ by and between University of Hartford and Congress of Connecticut Community Colleges, Service Employees International Union wherein it is mutually agreed as follows.

**ARTICLE 1**  
**RECOGNITION**

Section 1 - Pursuant to the Certification of Representation issued by the National Labor Relations Board in Case Number 01-RC-187989, the University of Hartford (the “University”) recognizes the Congress of Connecticut Community Colleges, Service Employees International Union Local 1973 (the “Union”) as the exclusive bargaining representative for the purpose of collective bargaining for all part-time faculty employed by the University including Adjuncts, Part-time Community Division faculty and Regular Part-Time Faculty (formerly G3 Contract employees), excluding all other full-time faculty and all other University employees, employed by the University.

**ARTICLE 2**  
**UNION SECURITY AND CHECK-OFF**

Section 1 - Upon receipt of a bargaining unit member's written authorization, the University shall deduct from that bargaining unit member's salary each pay period such Union dues established by the Union Constitution and remit the same promptly to the Union, together with a list of the names of members from whose salaries such deductions were made. The list shall be sent to the union electronically in the same program the University uses.

A Union representative shall be given time at each new employee orientation to speak with new bargaining unit members about the Union and Union dues.

Section 2 - Bargaining Unit members who are not members of the Union shall be required as a condition of continued employment to pay a service fee to the Union equal to the regular Union dues. The University shall deduct this service fee from such bargaining unit member's salary each pay period and remit the same promptly to the Union, together with a list of the names of bargaining unit members from whose salary such deductions were made.

Notwithstanding the foregoing paragraph, objecting service fee payers shall not be required to contribute to ideological or political activities of the Union, which are not germane to the Unions' collective bargaining or its obligations to advance or protect the interests of bargaining members.

Section 3 - The Union will notify the University, in writing, of the amount of membership dues to be deducted. The authorizations provided for by this section shall conform to all applicable federal and state laws. The Union will refund to the University or the employee any dues which may be erroneously remitted to the Union.

Section 4 - The Union agrees to indemnify and hold the University harmless against any

and all claims, suits, or other forms of liability arising out of the deduction of money for union dues from the employee's pay.

Section 5 - The University will provide new employees with a Union membership authorization card and the hiring date on the authorization card.

Section 6 - The University shall give all employees a copy of this Agreement and all supplements thereto.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

Except as otherwise limited by an express provision of this Agreement, the University reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but are not limited to the right to establish, administer, and change policies and procedures related to the University's business; to direct and schedule the work force; to establish and enforce reasonable standards of productivity and performance of its Employees; to determine the mission of the University and the reasonable methods and means necessary to fulfill that mission, including the discontinuation, expansion, reduction, reorganization or combination of services, positions, job classifications or programs, temporarily or permanently, in whole or in part, with any consequent reduction or other changes in the workforce; to determine the courses and programs offered and to assign employees to teach them; to determine the content of job classifications; to subcontract bargaining work; to control and regulate the use of facilities, supplies, equipment and other property of the University; to introduce new or improved methods or facilities regardless of whether the same cause a reduction in the workforce; to determine work assignments, job qualifications, the size and composition of the workforce; to appoint, promote, assign, direct, schedule and transfer personnel; to reprimand, suspend, demote, discharge for just cause, or take any other appropriate action against its Employees; to relieve Employees from duty, temporarily or permanently, because of lack of work or funds or other legitimate reasons; to establish reasonable work rules, policies, practices and procedures; to take actions to carry out the University's mission in emergencies; and generally to manage the University's facilities and operations.

Notwithstanding any provisions of this contract, the University shall have the right to take any

action necessary to comply with any federal or state law, including but not limited to the Americans with Disabilities Act.



**ARTICLE 4**  
**UNION RIGHTS**

Section 1 - The University will recognize the Employees designated by the Union as workplace leaders to adjust grievances, meet with a grievant or with the University, and attend to other matters related to the administration of this Agreement. However, any agreement reached between the Union and the University must be signed by the Union Representative or an authorized official from the Union. The Union will provide the University a list of Employees the Union has designated as a workplace leader.

Section 2 - Union representatives shall be allowed to visit the University for meetings with members, adjusting grievances, meeting with a grievant or the University, and attending to other matters related to the administration of this Agreement. A Union representative shall not, during the course of a visit, interfere with the operation of the University or the work of any Employee. Union representatives shall notify the Provost or his/her designee prior to visiting campus for the above purposes.

Section 3 - The Union may communicate with Employees through the faculty's University email address.

Section 4 - At the Union's request, the University will provide meeting space on campus for union membership meetings, provided space is available. The Union may request meeting space through the Provost or his/her designee, who will coordinate the scheduling of any available meeting space and any applicable costs with the Union.

**ARTICLE 5**  
**NON-DISCRIMINATION**

Section 1 - The parties to this Agreement acknowledge and reaffirm the necessity of mutual respect among and between all persons engaged in the business.

Section 2 - No employee shall be disciplined, discharged, denied a promotion or any benefit to which he or she is entitled under this agreement because of race, color, religious creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disorder, intellectual disability, learning disability or physical disability, including but not limited to blindness, unrelated to successful job performance, membership or participation in the Union, or any other protected class status under applicable law.

**ARTICLE 6**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1 - An Employee may informally discuss a problem with his/her academic unit head at any time. Nothing in this Agreement shall prevent an Employee from resolving any problem consistent with this Agreement and the law, with or without the presence of a Union representative.

Section 2 - The parties desire a prompt and efficient method of resolving grievances as defined herein. For this Agreement, a grievance is defined as any complaint or dispute arising out of the application or claimed violation of a specific term or provision of this Agreement which arose during the term of this Agreement or any written extension of it. Except as otherwise expressly provided in this Agreement, the procedure set forth in this Article is the sole and exclusive procedure for the resolution of any complaint or dispute arising out of the application of a specific provision of this Agreement which arose during the term of this Agreement or any written extension of it.

Section 3 - A grievance may be filed by the Union or an Employee (with a copy given to the Union), but a demand for arbitration may be filed only by the Union or the University. A grievance can be filed only on a form agreed to by the Union and the University. The adversely affected Employee or group of Employees and the specific provisions of the Agreement claimed to be violated shall be identified in the grievance. The University may file a grievance with the Union in accordance with this Article.

Section 4 - After making efforts to resolve the grievance informally, a grievance shall be processed as follows:

Step One: The grievance shall be submitted in writing by hand, facsimile or

electronic mail to the Employee's academic unit head or his/her designee within (15 working) days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose or within 15 working days after the affected Employee or the Union knew or should have known of those facts or circumstances. The grievance document shall clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue and be signed by the Employee and a Union steward or Union representative. The University shall hold a meeting to discuss the grievance at a time mutually convenient to the University, the Union and the Employee. The University shall give a written response to the grievance to the Union within fifteen 15 working days after receipt of the grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be denied.

Step Two: If the grievance is not resolved at Step One, a Step Two grievance shall be submitted in writing by hand, facsimile or electronic mail to the Employee's Dean or his/her designee ("the Dean") within 10 working days after the University has responded to the Step One grievance or, if no response was given, the date on which that response was due. The grievance document shall clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue and be signed by the Employee and a Union steward or Union representative. The University shall hold a meeting to discuss the grievance at a time mutually convenient to the University, the Union and the Employee. The University shall give a written response to the grievance to the Union within 10 working days after receipt of the Step Two grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be denied.

Step Three: If the grievance is not resolved at Step Two, a Step Three grievance shall be submitted in writing by hand, facsimile or electronic mail to the Provost or his/her

designee (“the Provost”) within 10 working days after the University has responded to the Step Two grievance or, if no response was given, the date on which that response was due. The grievance document shall clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue and be signed by the employee and the Union steward or Union representative. The University shall hold a meeting to discuss the grievance at a time mutually convenient to the University, the Union, and the Employee. The University shall give a written response to the grievance to the Union and the Employee within 10 working days after receipt of the Step Three grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be denied.

Step Four:

A. If the grievance is not resolved at Step Three, the grievance shall be submitted by the Employer or the Union within 15 working days after the University has responded to the Step Three grievance or, if no response was given, the date on which that response was due, to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

B. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.

C. The award of the arbitrator hereunder shall be final and binding upon the Employer, the Union, and the Employee. The Arbitrator shall not add to, delete from or modify any of the terms of this Agreement.

Section Five - Failure on the part of the University to answer a grievance within the specified time limits at any step shall not be deemed acquiescence thereto, and the Union may

proceed to the next step. Failure to file or advance a grievance in writing within the time limits set forth in this Article shall result in a waiver of any right to pursue the matter at issue through this grievance procedure. Any disposition of grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not be considered subject to any step in the grievance procedure.

Section Six -Any of the foregoing time deadlines may be extended by mutual agreement of the Parties in writing.

**ARTICLE 7**  
**COMPENSATION**

Section 1 - Collegiate Compensation

Year 1, 2017-18: Minimum: \$1,150 per credit

No increases

Year 2, 2018-19: Minimum: \$1,185 per credit

\$35 per credit increase for part-time faculty paid below \$1,160 per credit

\$1.70 per hour increase for part-time faculty paid below \$55.25 hourly

\$25 per credit increase for part-time faculty paid at or above \$1,160 per credit

\$1.20 per hour increase for part-time faculty paid at or above \$55.25 hourly

\$100 stipend increase for regular part-time faculty stipends

Year 3, 2019-20: Minimum: \$1,185 per credit

No additional increases

Year 4, 2020-21: Negotiate in 2019-20

Section 2 - Hartford Community Division

Year 1, 2017-18: Minimum: \$31.00 per hour

No increases

Year 2, 2018-19: Minimum: \$32.00 per hour

\$1.00 per hour increase for all instructors

\$100 stipend increase

Year 3, 2019-20: Minimum: \$32.00 per hour

No additional increases

Year 4, 2020-21: Negotiate in 2019-20

**ARTICLE 8**  
**ACADEMIC FREEDOM and RESPONSIBILITY**

Section 1 - The Union and the University mutually agree that institutions of higher education fulfill their obligation to society when they serve the common good. This responsibility can best be met by a free search for truth and by its free exposition. Specifically:

- 1) Bargaining Unit Members are entitled to full freedom in the classroom in discussing anything germane to their subject.
- 2) Bargaining Unit Members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of academic duties.
- 3) Bargaining Unit Members are citizens, members of a learned profession, and representatives of an educational institution. Bargaining Unit Members have the right to engage as private citizens in any and all forms of political action only to the extent that such activities do not impinge upon the rights of others.

When they speak or write as citizens, they should be free from institutional censorship or discipline, but their position in the academic community imposes special obligations. As persons of learning and educational officers, they should remember that the public may judge their professional and institution by their utterances; hence they should make every effort to indicate when they are not an institutional spokesperson.

**ARTICLE 9**  
**INCLUSION IN THE ACADEMIC COMMUNITY**

Section 1 - The parties recognize that (Bargaining Unit members') participation in meetings and events held by the University, or any of its schools, departments, programs or divisions, will vary depending on the purpose of the meeting or activity. Bargaining Unit



members may be invited to participate in meetings, activities, workshops and award programs when appropriate, but the University and its schools, departments, programs or divisions may independently exercise discretion as to who will be invited to meetings or activities, and this Agreement shall not be interpreted to limit that discretion.

**ARTICLE 10**  
**BARGAINING UNIT INFORMATION**

Section 1 - The University will provide to the Union a list of Employees included in the bargaining unit, as defined in Article 1 - Recognition. This list will be provided as follows:

- A. A list of Employees as of three (3) weeks after the Census Date for the start of the Fall semester. The University will inform the Union of the Census Date for the Fall semester when that date has been designated.
- B. A list of Employees as of three (3) weeks after the Census Date for the start of the Spring semester. The University will inform the Union of the Census Date for the Spring semester when that date has been designated.
- C. A list of Employees who taught in a summer term to be delivered by August 31.

Section 2 - To the extent the information is available in the University's information systems, the list referred to in Section 1 above will include each Employee's name, employee ID number, initial date of hire, home telephone number, home address, University email address, employee class, for each Employee assigned to teach for the current semester. The list shall be sent to the union electronically in the same program the University uses.

**ARTICLE 11**  
**LABOR-MANAGEMENT COMMITTEE**

Section 1 - The University and the Union agree to create a Labor-Management Committee.

Section 2 -The Labor-Management Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University.

Section 3 - The Labor-Management Committee may, by agreement, consider and make recommendations on matters of general importance to the Employees and the University.

Section 4 - The Labor-Management Committee will attempt to meet at least one (1) time during each fall and spring semester. Additional meetings may be held by agreement. Designated representatives of the Union and the University may suggest agenda items up to two (2) weeks prior to each meeting.

Section 5 - Labor-Management Committee meetings will not be used for negotiations or to discuss pending grievances.

**ARTICLE 12**  
**PERSONNEL FILES**

An Employee will have a reasonable opportunity to review his/her personnel file by appointment with the Office of Human Resources Development of the University. To the extent not otherwise prohibited by law, an Employee will be given a photocopy of any item(s) in such file(s) upon his/her request.

**ARTICLE 13**  
**COLLEGIATE APPOINTMENTS<sup>1</sup>**

Section 1 - Regular Part-Time contracts are issued to part-time faculty working more than 1000 hours per academic year and shall hereafter be referred to as Regular Part-Time Faculty.

Ten Month Adjunct contracts are issued for part-time faculty teaching fewer than 1000 hours per academic year, only when the unit has confidence that sufficient courses/sections will be available for both the fall and spring semesters, usually involving at least two courses per semester.

Adjunct contracts are issued for part-time faculty teaching fewer than 1000 hours annually, usually one or two courses per semester.

Below is a chart that indicates teaching loads for the three types of appointment discussed above.

<b><u>Contract</u></b>	<b><u>Annual*</u></b> <b><u>Maximum</u></b>	<b><u>Academic Year</u></b> (Fall and Spring only)	<b><u>Semester</u></b>	<b><u>Term**</u></b> <b><u>Maximum</u></b>
<u>Adjunct or Ten-Month Adjunct</u>	<u>6 courses/sections</u>	<u>5 courses/sections maximum</u>	<u>9 credits maximum</u>	<u>1 term course</u>
<u>Regular Part-Time</u>	<u>8 courses/sections</u>	<u>6 courses/sections maximum and 5 courses minimum</u>	<u>11 credits maximum and 8 credits minimum</u>	<u>1 term course</u>
<u>*Annual is defined as beginning with the fall semester and ending at the end of the second summer session.</u>				
<u>** A term course is defined as a course eight weeks or shorter, such as those that might typically be taught during Winterterm, Summerterm, and Academic Express.</u>				

Section 2 - The Hartt School Collegiate Part-Time Hourly Contracts

<sup>1</sup> Collegiate Appointments refer to all teaching appointments not in the Hartt Community Division.

Below is a chart that indicates teaching load<sup>2</sup> rules for the Hartt School's three contract types discussed above.

<u>Contract Classification</u>	<u>Semester Private Teaching Contract Hour - A.</u>	<u>Semester Academic Classes Course/Sections Credit Hour - B.</u>
<u>Adjunct or Ten-Month Adjunct</u>	<u>21 contact hours maximum</u>	<u>12 credit hour maximum</u>
<u>Regular Part-Time</u>	<u>22 contact hour minimum and 34 contact hours maximum</u>	<u>15 credit hour minimum and 18 credit hour maximum</u>

### Private Teaching

Private teaching will include ½ hour preparatory time for each hour of teaching (e.g. 10 hours of students per week will be credited with 15 hours of work per week). Chamber music, jazz combo, group piano, independent study and certain other performance-oriented classes and activities are classified this way.

### Academic Classes

Academic Classes for all part-time instructors not paid by the hour will include 1.5 hours of preparatory time for each hour of teaching (e.g. a 3 credit course will be credited with 6.75 hours of work each week).

Section 3 - The University will make a good faith effort to inform bargaining unit members of their employment at least 4 weeks prior to the beginning of the semester. Faculty must respond to the proposed appointment within 2 weeks of the written offer to the faculty, except in extenuating circumstances.

### Section 4 - Reappointment

A bargaining unit member who has completed probation and has not received an unsatisfactory evaluation shall not be denied the offer of continued employment for capricious or

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<sup>2</sup> Other teaching load issues will be determined in consultation among the Dean, the Associate Deans, Division Directors and Faculty Members with approval by the Provost to determine the proper load definition. For example, directing a play, conducting an ensemble, administering a program etc. would require advance agreement about proper load classification.

arbitrary reasons.

Section 5 - A Regular Part-Time or Adjunct faculty who creates a new course shall be given preferential consideration in teaching the course when it is offered.

The University continues to have the discretion to hire Regular Part-Time and Adjunct Faculty when it deems appropriate and to award the position to whom it thinks is the appropriate applicant.

**ARTICLE 14**  
**HARTT COMMUNITY DIVISION (HCD) APPOINTMENTS<sup>3</sup>**

Section 1 - HCD Part-time contracts for Non-Exempt instructors are issued to part-time hourly instructors and shall hereafter be referred to as Part-Time Instructors.

Ten Month Adjunct Instructor contracts are issued to part-time instructors who are employed in Ensemble Conductor, Program Coordinator, and/or Department Chairpersons positions. These contracts are paid via stipend only, and may involve administrative work that supports education activities and shall hereafter be referred to as HCD Ten Month Adjunct Instructors.

Section 2 - HCD Private Teaching

Private teaching will be delivered by HCD Part-Time Instructors. Hours will not include ½ hour preparatory time for each hour of teaching as it does in the College. Compensation for private teaching will be paid based on the actual student enrollment, through submitted attendance records, and will reflect the actual instructional time delivered to each student (per their registration). Private lesson instructors must maintain a minimum number of students as determined by the University.

Section 3 - Group Instruction and Dance Classes

HCD Group Instruction and Dance Classes will be taught by HCD Part-Time Instructors. For the purposes of this section, Group Instruction and Dance Classes do not include large instrumental, and choral ensemble appointments (see “Ensemble Instruction”). Compensation for group instruction is based on the actual hours taught, and appointments are contingent on satisfactory enrollment as determined by the University.

Section 4 - Ensemble Instruction

HCD Ensemble Instruction, including large instrumental and choral ensembles, will be taught by HCD Ten Month Adjunct Instructors. Compensation will be paid via an individually negotiated stipend over a ten month period from September to May. Appointments are

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<sup>3</sup> Community Division Appointments refer to all teaching appointments not in Hartt College.



contingent on satisfactory enrollment as determined by the University.

Section 5 - Studio Classes (Private Lesson Instructors, Only)

HCD Studio Classes may be offered, at the discretion of the instructor, once per semester. Compensation will be based on 1.5 total hours of instruction, payable through the submission of an HCD Studio Class Payment Form.

Section 6 - Chamber Music Instruction

HCD Chamber Music coaching will be delivered by HCD Part-Time Instructors. Compensation for chamber music instruction will be paid at a rate of \$9.00/hour over the private lesson rate, and will be based on submitted attendance records. Chamber groups typically meet for 24 coachings during the academic year. There is no guarantee that HCD Part-Time Instructors will have chamber music coaching opportunities. Ensemble appointments are based on enrollment, availability, and instrumentation.

Section 7 - The University will make a good faith effort to inform bargaining unit members of employment at least 4 weeks prior to the beginning of the semester. Faculty must respond to the proposed appointment within 2 weeks of the written offer to the faculty, except in extenuating circumstances.

Section 8 - Reappointment

A bargaining unit member who has completed probation and has not received unsatisfactory evaluation shall not be denied the offer of continued employment for capricious or arbitrary reasons.

**ARTICLE 15**  
**PROBATIONARY EMPLOYEES**

Section 1 - Newly-hired employees shall be considered probationary until they have taught for 24 months or four semesters, whichever comes later, after the date of hiring. Prior to the conclusion of this probationary period, the University may elect to extend the probationary period for an additional full semester. The University shall notify the employee and the Union of such an extension. Employees may be discharged at will during their probationary period, and no such discharge shall be subject to the grievance or arbitration procedures or other controls by the Union on behalf of the employee. Once the probationary period has been successfully completed, seniority shall be retroactive to the date of hire.

Section 2 - If an employee has a break of service of twenty four (24) months or longer, the employee shall be considered a newly-hired employee and will be considered probationary under the foregoing paragraph.

**ARTICLE 16**  
**ACCESS TO SERVICES**

The University will provide Employees with access to the services contained in the Part-Time Faculty Handbook, as that Handbook may change. However, the University recognizes its bargaining obligation under the applicable laws, and agrees to bargain any such changes when required by law. Employees shall use their University email, instead of their personal or other email, for the purposes of conducting University business. The University shall continue to provide Employees with free parking during the term of this Agreement.

**ARTICLE x**  
**NO STRIKE, NO LOCKOUT**

Section 1 - The Union and the employees expressly agree that during the term of this agreement there will be no strikes, walkouts, slowdowns, work stoppages, or other interference with the operations, production, or any other functions of the University, its representatives, and committees. The Union agrees that, should any of the aforementioned occur, the Union and its local representatives and committees will actively discourage and publicly denounce any such interruption of work in violation of this agreement, and will endeavor to secure immediate compliance with the provisions of this article by an employee or employees who engage in conduct prohibited by the provisions of this article.

Section 2 - Any employee participating in such activities as set forth in Section 1 shall be terminated without recourse to the grievance procedure provided that the employee is found to have violated Section 1.

Section 3 - The University agrees that it will not lock out its employees during the life of this agreement.

Section 4 - During the term of this Agreement, the Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the University, or ratify, condone or lend support to any such conduct or action.

**ARTICLE 18**  
**CONFORMITY TO LAW AND WAIVER**

Section 1 - If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

Section 2 - If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid by law, the remainder of this Agreement or the application of such provision to the other persons or circumstances, shall not be affected thereby.

Section 3 - The failure of either party to this Agreement to require strict performance of any provision of the Agreement shall not be deemed a waiver or abandonment of any of the rights or remedies provided herein for violation of the Agreement, or any provision thereof; nor shall it constitute a waiver or abandonment of any right or remedy herein provided for a subsequent violation of any provision of the Agreement.

**ARTICLE 19**  
**ENTIRE AGREEMENT AND AMENDMENT**

Section 1 - This Agreement, upon ratification, supersedes and cancels all prior agreements, whether written or oral, that are contrary to the terms of this Agreement unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its terms.

Section 2 - To the extent that a University policy, practice, procedure, or bylaw, is not addressed in this Agreement, such policy, practice, procedure, or bylaw may be continued, changed, or discontinued at the discretion of the University.

Section 3 - It is understood and agreed that neither party during the term of the agreement shall have the right to insist upon collective bargaining by the other party upon any subject matter covered by this Agreement. This Agreement may be amended at any time only upon written mutual consent of both parties.

**ARTICLE 20**  
**DURATION**

This Agreement shall be effective from ratification and signing by both parties, and shall remain in full force through August 30, 2021. For the purposes of salary only, there shall be a re-opener for the period beginning September 1, 2020 through August 30, 2021. The Employer and the Union agree to enter jointly into discussions relative to the re-opener no later than the ninetieth (90) day immediately preceding September 1, 2020. If the parties are unable to reach an agreement on the salary reopener, the matter will be submitted to a panel of three arbitrators, with each party selecting their own arbitrator. The party-appointed arbitrators will then select a neutral arbitrator. The arbitration shall be conducted under the voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

**THE UNIVERSITY OF HARTFORD**

**CONGRESS OF CONNECTICUT  
COMMUNITY COLLEGES,  
SERVICE EMPLOYEES  
INTERNATIONAL UNION**

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