

## MEMORANDUM OF AGREEMENT

Except as modified herein, the terms of the Collective Bargaining Agreement between the American Federation of State, County and Municipal Employees, Council 4, Local 2480 (hereinafter "AFSCME") and the Board of Trustees of Community Technical Colleges (hereinafter "the Board"), effective July 1, 2007 through June 30, 2010 will continue in full force and effect.

This Agreement is made and entered into this \_\_\_ day of June 2011 by and between AFSCME and the Board and is a result of the joint efforts of the parties to respond to the fiscal conditions of the State of Connecticut and is made pursuant to discussions held between the State of Connecticut and the State Employees Bargaining Coalition (SEBAC).

The existing Collective Bargaining Agreement shall be modified as follows:

**ARTICLE XXV: TERM AND DURATION OF AGREEMENT.** The term of the Agreement, including any provisions that would otherwise sunset on June 30, 2012, is extended to June 30, 2016.

### **ARTICLE XXI: SALARY AND FRINGE BENEFITS**

#### **Salary**

- In FY 2012 and FY 2013, there shall be no general wage increase, no step increases and no lump sum/top step payments.
- In FY 2014, FY 2015 and FY 2016, there shall be a general wage increase of 3%. Step increases and lump sum/top step payments shall be paid to eligible employees as appropriate. The aforementioned increases shall be effective as follows:
  - July 26 – August 8, 2013 pay period for 10-month employees; June 28 – July 11, 2013 pay period for 12-month employees
  - July 25 – August 7, 2014 pay period for 10-month employees; June 27 – July 10, 2014 pay period for 12-month employees
  - July 24 – August 6, 2015 pay period for 10-month employees; June 26 – July 9, 2015 pay period for 12-month employees.
- In FY 2014 and FY 2015, the value of lump sum payments shall be as per Schedule D of the 2007-10 collective bargaining agreement. In FY 2016, the schedule of lump sum payments will not change, but lump sum payments for eligible employees will be increased by 5%. These shall be one-time payments, the cost of which shall be taken from the AFSCME contract account no. A832 (Grievance/Equity Funds).

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#### Other Allocations

- Promotions/Change in Duties/Grievance:
  - In each year of the agreement, .6% of the total AFSCME unit wage base shall be allocated for promotions and .07% of the total AFSCME unit wage base shall be allocated for change in duties/grievance.
  - The number of promotions made in each year of this Agreement shall not exceed the number for which rolling dollars are available.
- Other wage and non-wage contract accounts
  - There shall be no increase in FY 2012 and FY 2013.
  - In FY 2014, FY 2015 and FY 2016, an increase of 5% will be applied to each account.

#### Miscellaneous Rates of Pay

- There shall be no increase in Miscellaneous Rates of Pay in FY 2012 and FY 2013.
- Miscellaneous Rates of Pay shall be increased by 5% in each of FY 2014, FY 2015 and FY 2016.

#### Longevity

- There shall be no longevity payments for employees hired on or after July 1, 2011 except that any individual hired on or after that date who has military service which would count toward longevity under current contract rules shall be entitled to longevity if they have the necessary service requirement in the future.
- For current employees, no service shall count toward longevity for the two-year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added for the purpose of determining eligibility for and level of longevity payments if it would have counted when performed.
- Longevity payments scheduled for October 2011 for current employees shall be based on eligibility and years of service as of April 1, 2011 and shall be paid at 75% of the April 2011 rate.
- Longevity payments for current employees scheduled for April 2012, October 2012 and April 2013 shall be based on eligibility and years of service as of April 1, 2011 and shall be paid at the April 2011 rate.
- Longevity payments for current employees that are scheduled for FY 2014, FY 2015 and FY 2016 shall increase by 5% and shall be based on eligibility and years of service as of April 1 or October 1, as appropriate.

#### **ARTICLE XIII: TERMINATION OR REASSIGNMENT FOR SPECIAL REASONS**

**(JOB SECURITY):** Between the date of this Agreement and June 30, 2015, there will be no loss of employment for permanent employees, subject to the following conditions:

- Applicable only to those hired prior to July 1, 2011;
- Applicable only through June 30, 2015;
- Protection from loss of employment does not apply to:
  - Expiration of a temporary or special appointment;

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- Non renewal of a non-tenured employee, provided such decision is for performance-related reasons; and
- Termination of grant or other outside funding specified for a particular position.
  
- Notwithstanding the above, employees in the principal bargaining unit in their second or subsequent special appointment year on the effective date of this Agreement shall be covered by this job security provision. However, service on special appointment between July 1, 2011 and June 30, 2015 shall not count toward the three-year limitation on special appointments provided for in Article IX, Section 1 of the contract.
  
- The foregoing does not prevent the Board from restructuring and eliminating positions of permanent employees provided that affected employees shall be reassigned or transferred to an existing comparable job in the System for which the employee possesses the requisite qualifications and experience. In any such case, salary and tenure status shall be preserved. If an employee is reassigned to a position at a non-merged college, he or she shall be placed in the Congress bargaining unit. An employee who refuses an offered position will not be considered a layoff for purposes of this Agreement.
  
- In FY 2016, if the Board decides to terminate or reassign employees for special reasons, non-tenured employees in the program, department or function at a college that is targeted for elimination shall be terminated or reassigned before tenured employees in the same program, department or function at the college are terminated or reassigned. This provision shall sunset on June 30, 2016 and shall not be cited as precedent or asserted except to enforce its terms.

**CONCLUDING PROVISIONS**

- The parties recognize that this Concession Agreement is a special agreement. No provision of this Agreement shall be cited as precedent in future contract negotiations between the parties.
- This Agreement is subject to ratification by the Board and the AFSCME union membership and approval by the Legislature pursuant to Connecticut General Statutes Section 5-278.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 4, LOCAL 2480

BOARD OF TRUSTEES FOR  
COMMUNITY-TECHNICAL  
COLLEGES

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date