

STIPULATED AGREEMENT  
 BETWEEN  
 CONNECTICUT STATE COLLEGES AND UNIVERSITIES  
 AND  
 THE FEDERATION OF TECHNICAL COLLEGE TEACHERS,

The parties to this Agreement (“the Agreement), The Federation of Technical College Teachers (“the Federation”) and the Connecticut State Colleges and Universities (“CSCU”) hereby agree to the following:

1. Norwalk Vacation Day Restoration
  - a. Wendy Mendes, a Federation member, at Norwalk Community College, will be restored two (2) vacation days that were utilized on March 14, 2019 and March 15, 2019. The parties agree that this action is without precedent and without prejudice.
2. Three Rivers Community College Fall 2018 4<sup>th</sup> Prep
  - a. The following employees at Three Rivers Community College were responsible for four class preparations during the Fall 2018 and Spring 2019 semester for which they did not receive an adjustment in additional responsibilities nor did they receive the payment of two-thirds of a credit hour for that semester:

Fall 2018	Spring 2019
June Decker	Maria Celeste Arrieta
Carol Emmerthal	Mark Comeau
Michael Gentry	Jeffrey Crouch
Phil Mayer	Diba Khan-Bureau
James Sherrad	

- b. The total compensation to be distributed equally between the above mentioned employees equals \$9978.03 ( \$1,108.67 to each named employee). The parties agree to use \$4,989.01 from Grievance/Equity Account #A838 for this payment. Three Rivers Community College agrees to pay the remaining \$4,989.02.
    - c. The parties agree that this action is without precedent and with prejudice.
3. Part-Time Professional Development
  - a. The parties agree that within the Professional Development account for the Federation, a separate allocation of professional development for use by part-time Federation employees will be established in the following manner:
    - i. Of the funds not spent on professional development that revert back to the Board per 16.4(c) of the Federation collective bargaining agreement,

0.68% will be set-aside for professional development use by part-time Federation employees.

- ii. Accordingly, the unused funds for FY19 will be set-aside for use in FY20 according to the formula in 3(b) of the Agreement so long as such an amount does not exceed \$100,000. The unused funds for FY20 will be subject to the formula in 3(b) of the Agreement in an amount not to exceed \$100,000.

4. Norwalk Class Cancellation/Sabbaticals

- a. The following full-time Federation employees at Norwalk Community College in the Spring 2019 semester had one of their classes cancelled due to low enrollment.
  - i. Peter Daupern
  - ii. Daria Santerre
- b. In addition, a dispute arose over sabbatical fund set-asides for the Federation in Acct. #838F.
- c. In recognition of the dispute, \$11,641.00 will be utilized for payment of the above mentioned faculty in 4(a)(i)&(ii) for the cancelled courses. This amount will be paid from the Grievance/Equity Account #A838. This payment will be made for check date 7/5/19.
  - i. The employees will receive the following amounts from the sources outlined in 4(c)
    - 1. Daupern - \$4,989.00
    - 2. Santerre- \$6,652.00
- d. The Federation agrees to withdraw the grievance filed at Step 2 on March 4, 2019 with prejudice and without precedent.
- e. CSCU on behalf of Norwalk Community College acknowledges that the job security provisions in the Federation part-time agreement per Appendix G, Article VII(4) do not apply to the assignment of courses to full-time employees. Accordingly, full-time employees shall have the ability to displace any part-time employees if a full-time faculty member's course does not run in a given semester.
- f. This Agreement shall not be construed as an admission of liability on the part of the System or any of its agents or constituent units or any of their agents.
- g. The parties agree to continue discussions on any and all related outstanding regarding the disputed sabbatical POTS account charges. If the matter cannot be resolved, the parties will proceed to grievance arbitration in Fall 2019 if needed.

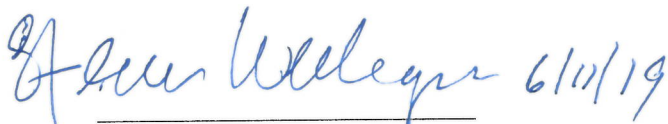
5. Norwalk Employee Medical Leave and Overload


- a. This Agreement is intended to resolve a controversy brought to CSCU's attention during the Spring 2019 concerning the pay of Mr. Joseph Karnowski while he was on medical leave during the Spring 2019 semester and other similar situated employees in the Federation bargaining unit in analogous situations where qualified medical leave taken during an academic semester will entitle a Federation bargaining unit member to pay inclusive of an overload.

- b. Additionally, Mr. Karnowski will be paid from the date that he began leave until the end of the semester inclusive of his scheduled overload course. This additional payment in the amount of \$2,138.08 will be paid by Norwalk Community College.
  - c. In consideration of this agreement, any and all grievances, prohibited practice complaints, discrimination (CHRO/EEOC) complaints, lawsuits and any other legal or administrative actions filed on behalf of Mr. Karnowski related to the matter in 5(a) and 5(b) are hereby withdrawn. This Agreement resolves all outstanding issues involving Mr. Karnowski related to the matter enumerated in 5(a) and 5(b) above and extinguishes any and all claims he may have in regard to this matter.
6. Norwalk Community College Common Calendar
- a. The Federation filed a grievance at the Step 4 level on or about April 6 on the matter of compensation for an extra day of classes during the Spring 2019 semester.
  - b. The parties could not resolve the grievance and the Federation has demanded grievance arbitration.
  - c. The Federation agrees to hold the grievance in abeyance until the commencement of the Fall 2019 semester.

CONNECTICUT STATE  
COLLEGES AND UNIVERSITIES

THE FEDERATION OF  
TECHNICAL COLLEGE  
TEACHERS

  
\_\_\_\_\_  
Date

 6/11/19  
\_\_\_\_\_  
Date

CRH

**From:** [djbsr88@aol.com](mailto:djbsr88@aol.com)  
**To:** [Henderson, Christopher R](mailto:Henderson.Christopher.R)  
**Subject:** Re: Correction in Agreement  
**Date:** Tuesday, November 26, 2019 11:17:01 AM

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Yes just correct it

DJB

On Nov 25, 2019, at 4:43 PM, Henderson, Christopher R  
<[CHenderson@commnet.edu](mailto:CHenderson@commnet.edu)> wrote:

Hi Dennis,

I don't believe a full MOA is needed for this correction.

3a(ii) of the agreement should read as follows:

"Accordingly, the unused funds for FY19 will be set –aside for use in FY20 according to the formula in **3a(i) of the Agreement...**"

Currently it reads the formula in 3(b). There is no 3(b).

Please confirm if this is your understanding.

C

**Christopher R. Henderson**

Labor Relations Associate

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<AFT Omnibus 6-11-2019 1.0 (002).pdf>