MEMORANDUM OF AGREEMENT

The Federation of Technical College Teachers, Local 1942, AFT (hereinafter "the Federation") and the Board of Trustees for Community-Technical Colleges (hereinafter "the Board"), on behalf of Gateway Community College (hereinafter "the College") hereby agree as follows:

- 1. It has come to the attention of the parties that the College inadvertently failed to pay a \$500 stipend as provided for in Section 8.3.4 of the collective bargaining agreement between the Federation and the Board to faculty member, Wesley Winterbottom, during the Spring 2005, Spring 2007, Spring 2009 and Spring 2010 academic semesters when Mr. Winterbottom taught a course for the college at a location more than ten (10) miles from his home campus. The College will remedy its oversight by making a payment to Mr. Winterbottom in the amount of \$2000 less all appropriate deductions. This payment will be deemed to be a full and final resolution of any and all claims that Mr. Winterbottom had or could have had with respect to receipt of a \$500 stipend up to the date of this Agreement.
- 2. In order to ensure that there are no other Federation bargaining unit members at Gateway who may be similarly situated to Mr. Winterbottom, i.e., were eligible for but did not receive a \$500 stipend for teaching at a location more than ten (10) miles from the home campus during the Spring 2005 through Spring 2010 academic semesters, such members will be afforded a one-time thirty (30)-day period in which to present their claims, in writing, to Lucy Brown, Director of Human Resources. Such written claims must include the name and course number of the course(s) taught, the location(s) of the courses, the semester(s) in which the course(s) were taught and the faculty member's home campus (Long Wharf or North Haven). Any reimbursement shall be subject to prior verification of the claim by the College. The College's disposition of such claims shall be final and shall not be subject to grievance or arbitration. Following the expiration of the 30-day period, no retroactive claims for the \$500 stipend will be entertained.
- 3. This Agreement shall not be construed as an admission of liability on the part of the Board and shall have no value as precedent for any other matter between the parties.

FEDERATION OF TECHNICAL COLLEGE TEACHERS, LOCAL 1942,

AFT

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BOARD OF TRUSTEES OF COMMUNITY-TECHNICAL COLLEGES

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