

## MEMORANDUM OF AGREEMENT

Except as modified herein, the Collective Bargaining Agreement between the Federation of Technical College Teachers, AFT, Local 1942 (hereinafter "the AFT") 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 8 day of May 2009 by and between the AFT 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:

1. **Article XXX: Term and Duration of Agreement.** The term of the Agreement is extended to June 30, 2012.

2. **Article XVI: Salary and Fringe Benefits**

A. In FY 2010, there shall be no general wage increase. Step increases and lump sum payments for employees who are at the top step shall be made.

B. In FY 2011, there shall be a general wage increase of 3%. There shall be no step increases or lump sum payments.

Payment of step increases and lump sums in FY 2010 shall be delayed by 10 pay periods. Payment of the GWI in FY 2011 shall also be delayed by 10 pay periods. The parties understand that the delays are necessary to produce savings equivalent to a "hard freeze" (FY 2010).

C. In FY 2012, there shall be a general wage increase of 2.5% effective on July 1, 2011. Payment of step increases and lump sums shall be effective on October 7, 2011.

3. **Article XVI: Other Allocations**

- Promotions/Change in Duties/Grievance and Equity: In each of FY 2010, FY 2011 and FY 2012, .95% of total annual salaries of the AFT bargaining unit shall be allocated. The number of promotions made in each year shall not exceed the number for which rolling dollars are available.
- All other wage and non-wage contract accounts shall be increased in each of FY 2010, FY 2011 and FY 2012 by the approximate value of the step increase, general wage increase and general wage increase plus step increase, respectively.

4. **Schedule D: Miscellaneous Rates of Pay** shall be increased in each of FY 2010, FY 2011 and FY 2012 by the approximate value of the step increase, general wage increase and general wage increase plus step increase, respectively.

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5. **Article XXII: Layoffs (Job Security):** Between the date of this Agreement and June 30, 2011, there will be no loss of employment, including loss of employment due to programmatic changes, subject to the following conditions:

- Applicable only to those hired prior to July 1, 2009;
- Applicable only through June 30, 2011;
- Protection from loss of employment is for permanent employees and does not apply to:
  - Expiration of a temporary or special appointments except as provided below;
  - Non renewal of a non-tenured employee provided such decision is for performance-related reasons;
  - Termination of grant or other outside funding specified for a particular position; and,
  - Part-time employees who are not eligible for health insurance benefits.
- Employees in the principal bargaining unit in their second or subsequent special appointment year shall be covered by this Job Security provision. Existing limitations on renewal of special appointments shall be waived.
- The foregoing does not prevent the Board from restructuring and eliminating positions provided that affected employees shall be reassigned or transferred to another 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.

#### 6. Furlough Days

- The parties agree that there shall be mandatory furloughs for all members of the bargaining unit that will take place prior to June 5, 2009 (1 day), June 30, 2010 (3 days), and June 30, 2011 (3 days).
- Furlough days may be selected by the employee with the approval of his or her supervisor and must be taken in accordance with the college calendar.
- The value of a furlough day shall be one-tenth of the biweekly pay for a member on a 26-pay schedule. The Board and the AFT shall jointly identify dollars available under the collective bargaining agreement to cover the cost of the one (1) furlough day to be taken in FY 2009.
- For the furlough days in FY 2010 and FY 2011, the Board will calculate the value of three (3) days each year at the start of said year based on the daily rate of pay for each member as noted above. The Board will reduce each biweekly pay check throughout the fiscal year for the member by a pro-rata share of the total value of the three (3) furlough days that fall within said fiscal year.

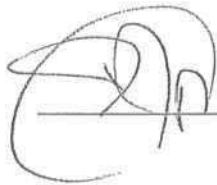
7. **GAP insurance:** The parties agree, in conjunction with the Congress of Connecticut Colleges and AFSCME, Local 2480, to reopen negotiations for the purpose of discussing funding of a disability insurance benefit for members of the alternate retirement program. Any cost associated with the provision of such benefit shall not be effective before July 1, 2011.

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8. This Agreement is subject to ratification by the Board and the AFT union membership and to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278.

FEDERATION OF TECHNICAL  
COLLEGE TEACHERS, AFT, LOCAL  
1942



5/6/09  
Date

BOARD OF TRUSTEES FOR  
COMMUNITY-TECHNICAL  
COLLEGES

\_\_\_\_\_  
Date