MEMORANDUM OF AGREEMENT BETWEEN CONNECTICUT STATE COLLEGES AND UNIVERSITIES AND

THE FEDERATION OF TECHNICAL COLLEGE TEACHERS AND

THE CONGRESS OF CONNECTICUT COMMUNITY COLLEGES

The parties to this Agreement ("the Agreement), The Federation of Technical College Teachers ("the Federation"), the Congress of Connecticut Community Colleges ("the Congress") and the Connecticut State Colleges and Universities ("CSCU") hereby stipulate to the following:

WHEREAS, a grievance-arbitration between CSU-AAUP and CSCU was resolved in favor of CSU-AAUP holding that part-time lecturers who received a \$2,000 lump sum payment based on their full-time employment in other bargaining units not represented by CSU-AAUP, were entitled to a pro-rated share of the \$2,000 based on their workload as part-time lecturers covered by the CSU-AAUP.

WHEREAS, during the pendency of the above reference grievance-arbitration between the CSU-AAUP and CSCU, the Federation and the Congress filed contractual grievances with CSCU, on or about December 12, 2018 & January 25, 2019, respectively, seeking the same remedy awarded in the CSU-AAUP/CSCU grievance arbitration.

WHEREAS, based on the disposition of the CSU-AAUP/CSCU arbitration, the Federation and Congress requested CSCU to resolve their respective grievances in the same fashion as the CSU-AAUP/CSCU grievance-arbitration award.

NOW THEREFORE, for and in consideration of mutual covenants and promises set forth in this MOA, the Parties agree as follows:

- Part-time lecturers represented by the Federation and the Congress who received their \$2,000 lump sum payment for their full-time work in another bargaining unit outside of the community college system, will be granted a pro-rated share of the \$2,000 based on their contact/credit hours for the Fall 2018 and Spring 2019 semesters.
 - a. The list of employees eligible for payment under Paragraph 1 is attached to this Agreement in Appendix A. Only those employees listed in Appendix A are entitled to payment subject to the provisions in Paragraph 2.
- 2. If a dispute arises because an employee based on the criteria in #1 did not receive a prorated lump sum accordingly, the parties agree that the burden of proof for eligibility will be on the Federation and the Congress.
- 3. The Federation and Congress withdraw their December 12, 2018 & January 25, 2019 grievances, respectively, upon payment made on check date 11/8.

IN WITNESS WHEREOF, the Parties have executed this MOA by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

CONNECTICUT STATE COLLEGES AND UNIVERSITIES

FEDERATION OF TECHNICAL **COLLEGE TEACHERS**

Christopher R Henderson 10-23-19 Bate

COMMUNITY COLLEGES

Date

THE CONGRESS OF CONNECTICUT

Maureer Ul Charles 10/23/2019
Date