

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF REGENTS FOR HIGHER EDUCATION,
CONGRESS OF CONNECTICUT COMMUNITY COLLEGES, SEIU 1973 and the
FEDERATION OF TECHNICAL COLLEGE TEACHERS (“AFT”)**

This Memorandum of Agreement (hereinafter “Agreement”) is made by and between the Board of Regents for Higher Education (hereinafter “Board”), the Congress of Connecticut Community Colleges, SEIU 1973 (hereinafter the “Congress”) and the Federation of Technical College Teachers (hereinafter “AFT”) collectively (“Unions”). The purpose of this Agreement is to codify working conditions for bargaining unit members who work in the Advising and/or Student Services departments on the Northwestern, Middlesex and Housatonic campuses who were or may be impacted by the Board’s pending reorganization plan for the Guided Pathways program.

WHEREAS, the Board and the Unions are parties to respective Collective Bargaining Agreements dated, July 1, 2016 – June 30, 2021.

WHEREAS, the Board, through the Connecticut State Colleges and Universities has undertaken a reorganization plan whereby a number of bargaining unit members working in Advising, Counseling or Student Services had or may have their working conditions impacted by the aforementioned reorganization plan for Guided Pathways.

WHEREAS, the Unions demanded impact bargaining and the Board engaged with the Coalition in bargaining.

NOW THEREFORE, in consideration of the mutual agreements, covenants, and conditions contained herein, the Parties agree as follows:

Advising Job Security

1. An employee presently assigned to an advising and/or counseling position shall be eligible for all positions created as a result of the Guided Pathways plan. Employees

performing more than 50% advising at Northwestern, Middlesex and Housatonic will be transferred in the Advisor 1 role and may apply for the Advisor 2 role or Lead role, if available. The current Directors at Northwestern, Middlesex and Housatonic will be offered the Lead Advising role. If they elect not to accept the position the role will be posted.

2. Any advising and/or student services positions that may be eliminated or retitled as a result of the Guided Pathways Advising reorganization shall be placed into a position commensurate with their existing position, qualifications and experience at the same college/campus. Any such employee will have her/his salary, benefits, seniority, tenure and other associated benefits red circled so that no employee will experience any reduction in compensation or benefits. Upon vacating the position, the compensation will be commensurate with job duties of the newly created position.
3. Any existing employee hired or transferred in to a new position shall have their tenure status preserved consistent with Art XV of the Congress CBA and Art XII of the AFT CBA.
4. All employees impacted by the Guided Pathways Advising reorganization plan who may not be directly assigned to or supervised at a campus as a result of the reorganization shall maintain their bargaining unit placement for the duration they hold the position. Appropriate bargaining unit placement will be addressed at the time the position is vacated.
5. Employees who will remain as Counselors but choose to apply or and are hired into Advising positions shall be treated as preferential candidates in the event future counseling positions are created.
6. The parties agree that the proportionality of bargaining unit placement at the five (5) merged colleges/campuses shall remain consistent with the existing agreement and practice of the parties.

Professional Development

1. Any employee who works at a Community College campus but is supervised by management other than campus staff shall make their requests for the use of professional development funds directly to their supervisors through the process agreed to by the Employer and the Union.


Promotion, Tenure and Sabbatical

2. For employees who may not work exclusively at one campus or are supervised by management other than campus staff, applications for sabbatical, tenure and

promotion shall be submitted and processed by their last assigned college consistent with the standards and procedures for tenure and promotion agreed to by the parties in their collective bargaining agreement.

Applicability

3. The Board agrees to share with the Unions information identifying which positions and employees may be impacted 30 days prior to implementation that would result in any transfers, retitling or elimination of any positions as a result of the Guided Pathways reorganization.
4. This Agreement is specific only to the reorganization of Advising/student services employees at Northwestern, Middlesex and Housatonic campuses and does not set precedent in future negotiations over the restructuring of any other division or unit of the Connecticut State Colleges and Universities or in any other negotiations between the parties. The parties agree to bargain the impact in the event the Guided Pathways reorganization is implanted at other campuses.
5. All provisions of the existing 2016-2021 collective bargaining agreement shall remain enforce, unless specifically modified by this Agreement.

 Feb, 16, 2021
Board of Regents for Higher Education
Connecticut State Colleges and Universities



Congress of Connecticut
Community Colleges,
SEIU, Local 1973



Federation of Technical College Teachers
AFT, Local 1492