

FEDERATION OF TECHNICAL COLLEGE TEACHERS
AMERICAN FEDERATION OF TEACHERS LOCAL 1942, A.F.L.-C.I.O.



Office of the President
MR. DENNIS J. BOGUSKY
PRESIDENT
4805 MAIN STREET
STRATFORD, CONNECTICUT 06497

Dear FTCT Retiree,

Good news, no, great news the end is finally here and we have prevailed.

Attached find a letter from the Retirement Commission regarding the treatment of your final payout which you received in 2001 as a result of our efforts.

The upshot is all that money will be calculated in your last year's earnings and your monthly check will be adjusted accordingly. Also you can expect a retro check plus interest at 5%. Any questions or comments etc. djbsr88@aol.com.

Yours Truly,

Dennis J. Bogusky

STATE EMPLOYEES
RETIREMENT COMMISSION

MEDICAL EXAMINING BOARD
for DISABILITY RETIREMENT

HEALTH CARE COST
CONTAINMENT COMMITTEE



STATE OF CONNECTICUT
RETIREMENT & BENEFIT SERVICES DIVISION
OFFICE OF THE STATE COMPTROLLER

55 ELM STREET
HARTFORD, CONNECTICUT
06106-1775
TELEPHONE (860) 702-3480
TELEFAX (860) 702-3489

April 19, 2006

Attorney James A. Ferguson
Ferguson & Doyle, P.C.
Attorneys at Law
35 Marshall Road
Rocky Hill, CT 06067

Dear Attorney Doyle:

Please be advised that at its April 13, 2006 meeting, the State Employees Retirement Commission unanimously adopted the recommendation of its Subcommittee on Purchase of Service and Related Matters to **conditionally** approve, pending confirmation by the Director of Employee Relations/Counsel Community College, the request of the American Federation of Teachers (AFT) that settlement payments from a 2001 stipulated agreement between the AFT and the Board of Trustees-Connecticut Community Colleges were to be included in the 1997 earnings of certain Community College Professors who retired under the 1997 Early Retirement Incentive Program (ERIP).

When contacted by the Retirement & Benefit Services Division (Division) regarding the issue of the settlement payments, a Human Resources administrator at the Board of Trustees stated that their position has always been unchanged i.e. to remain silent and not bind the Retirement Commission to the inclusion of the payments in the earnings for 1997 but also not object to any decision made by the Commission. Based upon this response, the Division will implement an administrative process as soon as time permits wherein the necessary adjustments to the monthly retirement benefits of affected AFT members who retired under the 1997 ERIP will be made.

Any questions you have regarding this matter may be directed to the undersigned at (860) 702-3482 during normal business hours.

Very truly yours,

STATE EMPLOYEES RETIREMENT COMMISSION
NANCY WYMAN, SECRETARY EX OFFICIO

BY:

Colin Newman, Assistant Director
Retirement & Benefit Services Division

CN/xxx
CC: D.Bogusky
Audit Unit

May 30, 2001

Dennis Bogusky, President
Federation of Technical College Teachers
Local 1942, AFL-CIO
Norwalk Community-Technical College
188 Richards Avenue
Norwalk, CT 06854

Re: Retiree Payment Issues

Dear Dennis:

This letter addresses a long-standing dispute with respect to issues that the union raised regarding the calculation of final payments to AFT faculty members retiring under the Early Retirement Incentive Program of 1997. While it has taken a number of years to obtain sufficient information and understanding of all the facts and practices, we are now confident that the analysis is complete.

Based upon records currently available, it appears that payroll practices of the former State Technical College System resulted in the underpayment of teaching faculty in the initial year of hire. The underpayments occur in the two ways noted below.

The Broken First Pay Period Phenomenon

The former State Technical Colleges appear to have had a practice of starting new ten-month teaching faculty on the payroll and paying them for the precise number of days they actually worked in the first pay period. For example, the first check for an employee whose initial full-time employment commenced on the sixth day of the pay period reflected six-tenths of the normal biweekly salary. As a result, the individual's annual salary during the first year of employment was less than the expected twenty-six full, biweekly payments.

The Missing Pay Period Phenomenon

The second source of underpayment was that certain faculty members were not put on the payroll until the second period of the "normal" faculty cycle. When balance of contract payments were calculated at the time of 1997 retirements, consideration may not have been given to the date of the first pay check in the individual's initial year of employment. The correct number of pay checks to which a faculty member is entitled is determined by calculating the number of years service times the twenty-six checks per year, plus one additional check for each year of their employment when a twenty-seventh pay period actually occurred. A careful review of records indicates that the twenty-seventh pay period occurred in 1966-67, 1977-78, 1988-89 and 1999-2000.

Using the construct described above, we analyzed the pay history of each of the 1997 retirees, and determined that thirty-two of the thirty-three retirees had been underpaid because of the broken first pay period phenomenon (see attachment #1) and fourteen of the thirty-three were underpaid because they had not received the correct total number of pay checks over the course of their employment (see attachment #2).

Attachment #3 is a memorandum of agreement offered to resolve this matter. Also attached are the spreadsheets with details of the analysis of the broken first pay period and the missing pay period. Please indicate your agreement with the terms by signing and returning it in the envelope provided. A fully executed copy will be returned to you. The final attachments are draft letters to retirees that explain the basis for the payments, and a draft worksheet. These may undergo some minor changes as we prepare the final documents. Once completed, we will provide you with a full set of the letters to the retirees, and the worksheets.

Sincerely,

Coreen E. Sumple
Manager, Human Resources

Attachments: #1 Analysis of Broken First Pay Period
#2 Analysis of Missing Pay Period
#3 Memorandum of Agreement
#4 Draft Letters to Retirees
#5 Draft Worksheet

copy: Jack Foley
Marjorie London
Vicky Greene
Beverly Lambert
AnnMarie Kureczka

w:\ces:aft\letter to dennis re retiree settlement
5/30/01

College	Name	First PP	First Check Date	Amount	Second PP	Second Check Date	Amount	Difference	Days Owed	Per Diem At Separation	Broken First Pay Period Payment	In-lieu of Interest Payment	Total COST of Broken First Pay Period
CAPITAL													
CAPITAL	BYSTROWSKI	8/25-9/7/67	9/22/67	\$163.25	9/8-9/21/67	10/6/67	\$326.44	\$163.19	5	\$250.06	\$1,250.30	\$122.95	\$1,373.25
CAPITAL	ESTHUS	8/22-9/4/80	9/19/80	\$282.12	9/5-9/18/80	10/3/80	\$707.71	\$425.59	6	\$212.71	\$1,276.26	\$125.52	\$1,401.78
CAPITAL	FERRAIOLI	8/23-9/5/68	9/20/68	\$142.84	9/6-9/19/68	10/4/68	\$357.09	\$214.25	4	\$256.11	\$1,024.44	\$100.72	\$1,125.16
CAPITAL	GRABINSKI	8/27-9/9/65	9/24/65	\$190.96	9/10-9/23/65	10/8/65	\$272.80	\$81.84	3	\$262.16	\$786.48	\$77.34	\$863.82
CAPITAL	HALL*	8/26-9/8/77	9/23/77	\$304.26	9/9-9/22/77	10/7/77	\$507.02	\$202.76	4	\$217.99	\$871.96	\$85.72	\$957.68
CAPITAL	KEEVER	8/25-9/7/78	9/22/78	\$195.84	9/8-9/21/78	10/6/78	\$652.76	\$456.92	7	\$250.06	\$1,750.42	\$172.13	\$1,922.55
CAPITAL	LEPORE	8/21-9/3/70	9/18/70	\$116.52	9/4-9/17/70	10/2/70	\$388.43	\$271.91	7	\$256.11	\$1,792.77	\$176.26	\$1,969.03
CAPITAL	PERRUCCIO**	9/18-10/1/70	10/16/70	\$692.17	10/2-10/15/70	10/30/70	\$489.20	**	5	\$256.11	\$1,280.55	\$125.90	\$1,406.45
CAPITAL	REMUSAT***	9/5-9/18/69	10/3/69	\$499.93	9/19-10/2/69	10/17/69	\$357.09	***	6	\$262.16	\$1,572.96	\$154.68	\$1,727.64
CAPITAL	WESTON	8/29-9/11/86	9/26/86	\$731.64	9/12-9/25/86	10/10/86	\$1,045.22	\$313.58	3	\$225.86	\$677.58	\$66.63	\$744.21
										CA Total			\$13,491.57

[illegible]

College	Name	First PP	First Check Date	Amount	Second PP	Second Check Date	Amount	Difference	Days Owed	Per Diem at Separation	Broken First Pay Period Payment	In-Lieu of Interest Payment	Total COST of Broken First Pay Period
NAUGATUCK	BOBKO	8/22-9/4/69	9/19/69	\$142.84	9/5-9/18/69	10/3/69	\$357.09	\$214.25	6	\$256.11	\$1,536.66	\$151.08	\$1,687.74
NAUGATUCK	BOULAY	8/13-8/26/65	9/10/65	\$190.96	8/27-9/9/65	9/24/65	\$272.80	\$81.84	3	\$262.16	\$786.48	\$77.34	\$863.82
NAUGATUCK	BRUNONE	8/30-9/12/74	9/27/74	\$400.07	9/13-9/26/74	10/11/74	\$444.53	\$44.46	1	\$262.16	\$262.16	\$25.78	\$287.94
NAUGATUCK	DEFILIPPO*	8/21-9/3/81	9/18/81	\$220.32	9/4-9/17/81	10/2/81	\$734.37	\$514.05	7	\$197.70	\$1,383.90	\$136.08	\$1,519.98
NAUGATUCK	IMPRESSA	8/27-9/9/65	9/24/65	\$190.96	9/10-9/23/65	10/8/65	\$272.80	\$81.84	3	\$262.16	\$786.48	\$77.34	\$863.82
NAUGATUCK	MAHLER****	11/10-11/23/61	12/8/61	\$245.98	11/24-12/7/61	12/22/61	\$245.98	\$0.00	0	\$262.16	\$0.00	\$0.00	\$0.00
NAUGATUCK	MCGUIGAN	8/26-9/8/66	9/23/66	\$171.96	9/9-9/22/66	10/7/66	\$286.60	\$114.64	4	\$262.16	\$1,048.64	\$103.12	\$1,151.76
NAUGATUCK	PAOLILLO	8/28-9/10/64	9/25/64	\$206.00	9/11/64-9/24/64	10/9/64	\$257.48	\$51.48	2	\$228.54	\$457.08	\$44.94	\$502.02
											NV Total		\$6,877.08

College	Name	First PP	First Check Date	Amount	Second PP	Second Check Date	Amount	Difference	Days Owed	Per Diem at Separation	Broken First Pay Period Payment	In-Lieu of Interest Payment	Total COST of Broken First Pay Period
NORWALK	COSTA	8/27-9/9/65	9/24/65	\$191.03	9/10-9/23/65	10/8/65	\$272.80	\$81.77	3	\$262.16	\$786.48	\$77.34	\$863.82
NORWALK	GILMAN	8/26-9/8/66	9/23/66	\$171.96	9/9-9/22/66	10/7/66	\$286.60	\$114.64	4	\$262.16	\$1,048.64	\$103.12	\$1,151.76
NORWALK	GRILLO	8/25-9/7/67	9/22/67	\$163.20	9/8-9/21/67	10/6/67	\$326.44	\$163.24	5	\$228.54	\$1,143.20	\$111.85	\$1,255.05
NORWALK	HAMPIKIAN****	1/25-12/8/83	12/23/83	\$413.36	12/9-12/22/83	1/6/84	\$1,033.34	\$619.98	6	\$244.00	\$1,464.00	\$143.94	\$1,607.94
NORWALK	KABASAKALIAN	8/26-9/8/66	9/23/66	\$57.32	9/9-9/22/66	10/7/66	\$286.60	\$229.28	8	\$262.16	\$2,097.28	\$206.24	\$2,303.52
NORWALK	LOSS	8/25-9/7/67	9/22/67	\$163.25	9/8-9/21/67	10/6/67	\$326.44	\$163.19	5	\$262.16	\$1,310.80	\$128.90	\$1,439.70
NORWALK	PORTER	8/25-9/7/67	9/22/67	\$163.25	9/8-9/21/67	10/6/67	\$326.44	\$163.19	5	\$228.54	\$1,142.70	\$112.35	\$1,255.05
NORWALK	SANTINO	8/26-9/8/66	9/23/66	\$171.96	9/9-9/22/66	10/7/66	\$286.60	\$114.64	4	\$197.70	\$790.80	\$77.76	\$868.56
NORWALK	STYPINSKI	8/30-9/12/63	9/27/63	\$221.40	9/13-9/26/63	10/11/63	\$245.98	\$24.58	1	\$262.16	\$262.16	\$25.78	\$287.94
											NK Total		\$11,033.34

College	Name	First PP	First Check Date	Amount	Second PP	Second Check Date	Amount	Difference	Days Owed	Per Diem at Separation	Broken First Pay Period Payment	In-Lieu of Interest Payment	Total COST of Broken First Pay Period
THREE RIVERS													
THREE RIVERS ENNIS		8/23-9/5/68	9/20/68	\$142.84	9/6-9/19/68	10/4/68	\$357.09	\$214.25	6	\$262.16	\$1,572.96	\$154.68	\$1,727.64
THREE RIVERS MANTHOU***		9/5-9/18/69	10/3/69	\$499.93	9/19-10/2/69	10/17/69	\$357.09	***	6	\$262.16	\$1,572.96	\$154.68	\$1,727.64
THREE RIVERS SAXTON		8/30-9/12/63	9/27/63	\$221.40	9/13-9/26/63	10/11/63	\$245.98	\$24.58	1	\$262.16	\$262.16	\$25.78	\$287.94
												TR Total	\$3,743.22
												System Total	\$40,327.14

* Employed at different college prior to retirement.

** Perruccio was paid for 15 days at \$46.14 per day on the first pay check (10/16/70) so owed 5 days. On 10/2 daily rate increased to \$48.92.

*** Remusat and Manthous were paid for 14 days at \$35.71 per day on the first pay period, so owed 6 days

**** Mahler and Hampikian hired for 2 of 3 trimesters

w:\ces\att\final spreadsheet att broken first pay period

ATTACHMENT # 2

College	Name	Employ Period	First PPD	First Check Date	Paid thru*	27 pp years	Total Checks Due**	Total Checks Paid	Reference #'s on Check Date List	PP Owed	Per Diem At Separation***	Payment for missing pp	In-lieu of Interest Payment	Total COST of Missing Payperiod
CAPITAL														
Capital	Bystrowski	30 years	8/25-9/7/67	9/22/67	08/29/97	2	782	782	#152-#933	0	\$250.06	\$0.00	\$0.00	\$0.00
Capital	Esthus	17 years	8/22-9/4/80	9/19/80	08/29/97	1	443	443	#491-#933	0	\$212.71	\$0.00	\$0.00	\$0.00
Capital	Ferraioli	29 years	8/23-9/5/68	9/20/68	08/29/97	2	756	756	#178-#933	0	\$256.11	\$0.00	\$0.00	\$0.00
Capital	Grabinski	32 years	8/27-9/9/65	9/24/65	08/29/97	3	835	834	#100-#933	1	\$262.16	\$2,621.60	\$257.80	\$2,879.40
Capital	Hall	20 years	8/26-9/8/77	9/23/77	08/29/97	2	522	521	#413-#933	1	\$217.99	\$2,179.90	\$214.30	\$2,394.20
Capital	Keever	19 years	8/25-9/7/78	9/22/78	08/29/97	1	495	495	#439-#933	0	\$250.06	\$0.00	\$0.00	\$0.00
Capital	Lepore	27 years	8/21-9/3/70	9/18/70	08/29/97	2	704	704	#230-#933	0	\$256.11	\$0.00	\$0.00	\$0.00
Capital	Perruccio****	27 years	9/18-10/1/70	10/16/70	08/29/97	2	704	703	#231-#933	1	\$256.11	\$2,561.10	\$251.80	\$2,812.90
Capital	Remusat*****	28 years	9/5-9/18/69	10/3/69	08/29/97	2	730	730	#204-#933	0	\$262.16	\$0.00	\$0.00	\$0.00
Capital	Weston	11 years	8/29-9/11/86	9/26/86	08/29/97	1	287	286	#648-#933	1	\$225.86	\$2,258.60	\$222.10	\$2,480.70
													CA Total	\$10,567.20

[illegible]

College	Name	Employ Period	First Check First PPD	Date	Paid Thru*	27 pp years	Total Checks		Reference #'s on Check			Per Diem Separation***	Payment for Missing pp	In-Lieu of Interest Payment	At Payment Due
							Due**	Paid	Date List	PP Owed					
NAUGATUCK															
Naugatuck	Bobko	28 years	8/22-9/4/69	9/19/69	08/29/67	2	730	730	#204-#933	0	\$256.11	\$0.00	\$0.00	\$0.00	
Naugatuck	Boulay	32 years	8/13-8/26/65	9/10/65	08/29/67	3	835	835	#99-#933	0	\$262.16	\$0.00	\$0.00	\$0.00	
Naugatuck	Brunone	23 years	8/30-9/12/74	9/27/74	08/29/67	2	600	599	#335-#933	1	\$262.16	\$2,621.60	\$257.80	\$2,879.40	
Naugatuck	DeFilippo	16 years	8/21-9/3/81	9/18/81	08/29/67	1	417	417	#517-#933	0	\$197.70	\$0.00	\$0.00	\$0.00	
Naugatuck	Impressa	32 years	8/27-9/9/65	9/24/65	08/29/67	3	835	834	#100-#933	1	\$262.16	\$2,621.60	\$257.80	\$2,879.40	
Naugatuck	Mahler*****	35.67 years	11/10-11/23/61	12/8/61	08/29/67	3	930	933	#1-#933	0	\$262.16	\$0.00	\$0.00	\$0.00	
Naugatuck	McGuigan	31 years	8/26-9/8/66	9/23/66	08/29/67	3	809	808	#126-#933	1	\$262.16	\$2,621.60	\$257.80	\$2,879.40	
Naugatuck	Paolillo	33 years	8/28-9/10/64	9/25/64	08/29/67	3	861	860	#74-#933	1	\$228.54	\$2,285.40	\$224.70	\$2,510.10	
													NV Total	\$11,148.30	

College	Name	Employ Period	First PPD	First Check Date	Paid Thru*	27 pp years	Total Checks Due**	Total Checks Paid	Reference #s on Check	Date List	PP Owed	Per Diem at Separation***	Payment for Missing pp	In-Lieu of Interest Payment	Payment Due
NORWALK															
Norwalk	Costa	32 years	8/27-9/9/65	9/24/65	08/29/97	3	835	834	#100-#933	1		\$262.16	\$2,621.60	\$257.80	\$2,879.40
Norwalk	Gilman	31 years	8/26-9/8/66	9/23/66	08/29/97	3	809	808	#126-#933	1		\$262.16	\$2,621.60	\$257.80	\$2,879.40
Norwalk	Grillo	30 years	8/25-9/7/67	9/22/67	08/29/97	2	782	782	#152-#933	0		\$228.54	\$0.00	\$0.00	\$0.00
Norwalk	Hampikian*****	13.67 years	11/25-12/8/83	12/23/83	08/29/97	1	356	358	#576-#933	0		\$244.00	\$0.00	\$0.00	\$0.00
Norwalk	Kabasakallian	31 years	8/26-9/8/66	9/23/66	08/29/97	3	809	808	#126-#933	1		\$262.16	\$2,621.60	\$257.80	\$2,879.40
Norwalk	Loss	30 years	8/25-9/7/67	9/22/67	08/29/97	2	782	782	#152-#933	0		\$262.16	\$0.00	\$0.00	\$0.00
Norwalk	Porter	30 years	8/25-9/7/67	9/22/67	08/29/97	2	782	782	#152-#933	0		\$228.54	\$0.00	\$0.00	\$0.00
Norwalk	Santino	31 years	8/26-9/8/66	9/23/66	08/29/97	3	809	808	#126-#933	1		\$197.70	\$1,977.00	\$194.40	\$2,171.40
Norwalk	Stypinski	34 years	8/30-9/12/63	9/27/63	08/29/97	3	887	886	#48-#933	1		\$262.16	\$2,621.60	\$257.80	\$2,879.40
														NK Total	\$13,689.00

College	Name	Employ Period	First PPD	First Check Date	Paid Thru*	27 pp years	Total Checks Due**	Total Checks Paid	Reference #s on Check	Date List	PP Owed	Per Diem at Separation***	Payment for Missing pp	In-Lieu of Interest Payment	Payment Due
THREE RIVERS															
Three Rivers	Ennis	29 years	8/23-9/5/68	9/20/68	08/29/97	2	756	756	#176-#933		0	\$262.16	\$0.00	\$0.00	\$0.00
Three Rivers	Manthous*****	28 years	9/5-9/16/69	10/3/69	08/29/97	2	730	730	#204-#933		0	\$262.16	\$0.00	\$0.00	\$0.00
Three Rivers	Saxon	34 years	8/30-9/12/63	9/27/63	08/29/97	3	887	886	#48-#933		1	\$262.16	\$2,621.60	\$257.80	\$2,879.40
														TR Total	\$2,879.40
														System Total	\$38,283.90

* Paid through August 1-14, 1997 payperiod represents check date August 29, 1997
 ** Total check calculation based upon annual years x 26 pp = subtotal, plus 1 additional payperiod for every occurrence of 27th payperiod during the employee's career. Twenty-seventh payperiod occurred in 1966-67, 1977-78, 1988-89, 1999-2000.
 *** Calculation of per diem at separation based on same formula used to reduce first paycheck, i.e., annual divided by 26, 1 divided by 10 days = per diem
 **** Perruccio's first paycheck (10/16/70) included pay for 15 days so first check included partial payment for the 9/4-9/17/70 payperiod
 ***** Bernusat and Manthous first paycheck (10/3/69) included pay for 14 days so their first check included partial payment for the 8/22-9/4/69 payperiod
 ***** Mahler and Hampikian hired for 2 of 3 trimester in their first year.

SUPPLEMENT TO ATTACHMENT #1

§ 2 FOR CAPITAL CC

NAME	Correct Balance of Contract Payment	1997 Balance of Contract Payment	Adjustment to 2000		Combined Balance of Contract Payments	Amount of Over or Under Payment*	Broken First Pay Period		Missing First Pay Period		Amount Owed Subtotal	Amount of Prior Overpayment	Adjusted Settlement Payment	In Lieu of Interest Payment**
			Balance of Contract Payment	Balance of Contract Payment			Payment Owed	Payment Owed	Payment Owed	Payment Owed				
Bystrowski	\$12,502.85	\$12,753.03***	\$0.00		\$12,502.85	exact	\$1,373.25	\$0.00	\$0.00	\$0.00	\$1,373.25	\$0.00	\$1,373.25	\$135.03
Esthus	\$10,635.25	\$10,847.95	\$1,063.53		\$11,911.48	\$1,276.23 over	\$1,401.78	\$0.00	\$0.00	\$0.00	\$1,401.78	\$1,276.23	\$125.55	\$12.35
Ferracoli	\$7,683.21	\$7,939.39	\$1,280.46		\$9,219.85	\$1,536.64 over	\$1,125.16	\$0.00	\$0.00	\$0.00	\$1,125.16	\$1,536.64	(\$411.48)****	\$0.00
Grabinski	\$13,107.85	\$13,370.03	\$1,310.76		\$14,680.79	\$1,572.94 over	\$663.82	\$2,879.40	\$3,743.22	\$3,743.22	\$1,572.94	\$2,170.28	\$213.40	
Hall	\$6,539.55	\$6,757.45	\$1,090.01		\$7,847.46	\$1,307.91 over	\$957.68	\$2,394.20	\$3,351.88	\$3,351.88	\$1,307.91	\$2,043.97	\$200.98	
Keever	\$12,502.85	\$12,753.03	\$1,250.16		\$14,003.19	\$1,500.34 over	\$1,922.55	\$0.00	\$0.00	\$0.00	\$1,922.55	\$1,500.34	\$422.21	\$41.52
Lepore	\$7,683.21	\$7,939.39	\$1,280.46		\$9,219.85	\$1,536.64 over	\$1,969.03	\$0.00	\$0.00	\$0.00	\$1,969.03	\$1,536.64	\$432.39	\$42.52
Perruccio	\$7,683.21	\$7,939.39	\$1,280.46		\$9,219.85	\$1,536.64 over	\$1,406.45	\$2,812.90	\$4,219.35	\$4,219.35	\$1,536.64	\$2,682.71	\$263.79	
Remusat	\$13,107.85	\$13,370.03	\$1,310.76		\$14,680.79	\$1,572.94 over	\$1,727.64	\$0.00	\$0.00	\$0.00	\$1,727.64	\$1,572.94	\$154.70	\$15.21
Weston	\$11,292.90	\$11,519.41	\$1,164.64		\$12,684.05	\$1,391.15 over	\$744.21	\$2,480.70	\$3,224.91	\$3,224.91	\$1,391.15	\$1,833.76	\$180.31	

* Based on correct balance of contract payment minus actual balance of contract payments

** In lieu of interest calculated at adjusted settlement payment x .09833

*** Bystrowski initially received a balance of contract payment of \$12,753.03. He subsequently repaid the college \$250.18, to total balance of contract paid was \$12,753.03-250.18 = \$12,502.85

**** Payment under settlement agreement insufficient to cover prior overpayment.

w:\ces\att\spreadsheet for capital retirees

5/24/01

MEMORANDUM OF AGREEMENT

The Board and the Federation agree to resolve the problems associated with the differing payroll practices of the former State Technical Colleges and Community Colleges as follows:

1. The union agrees to withdraw the grievance dated July 9, 1997.
2. The Board will authorize colleges to process payments to former employees as indicated on the attached spreadsheets. The calculation of the payments is based upon the 1996-97 per diem immediately prior to retirement. These payments are subject to normal deductions including union dues, retirement and taxes.
3. In addition to the payments described in paragraph 2 above, 1997 retirees will be provided an additional payment in lieu of interest. The "in lieu of interest" payment is based upon the general wage increases for 1997-98, 1998-99, 1999-2000 and 2000-01. The cumulative total is 9.833%. Normal deductions including union dues and taxes will be taken from these payments. Retirement contributions will not be taken from these payments as they will not be considered as earnings for the purposes of calculating retirement.
4. Every effort will be made to process the payments pursuant to paragraphs 2 and 3 above, within forty-five days of execution of this agreement.
5. The parties acknowledge and hereby agree that calculation of the payments referenced in paragraphs 2 and 3 above, for retirees at Capital Community College, will be reduced by the amount of the payments that were processed in 2000 in response to an auditor's recommendation.
6. The union will not solicit or support similar claims from faculty who retired prior to April 1, 1997.
7. The payroll problem will be remedied prospectively as follows:
 - a) The Board and the union agree that beginning with the 2001-02 academic year and continuing indefinitely, the first paycheck for new full-time, ten month faculty will be the pay period that includes August 25. For example, new faculty hired for the 2001-02 academic year will, for payroll purposes, be appointed effective with the August 24 – September 6, 2001 pay period, September 21, 2001 check date.

This agreement is for administrative payroll purposes only, and does not modify the contract language regarding the faculty work year, which provides that the faculty work year begins on or after the fourth Monday in August. It is, however, understood that faculty who begin their employment after the beginning of the academic year are not entitled to the full twenty-six paychecks.

- b) Recognizing that there may be active employees whose initial payments were based upon the STC practices, the Board will instruct merged colleges to carefully examine payroll cards and make appropriate adjustments to final payment calculations when these employees retire or resign. Consideration will be given to whether the individual was impacted by both the broken first pay period and missing pay period phenomena. Adjustments, where necessary, will be based upon the same methodology used to calculate the payments authorized in paragraph #2 above.
 - c) The parties will review the payroll histories of individuals who were separated after the 1997 incentive, to determine whether they experienced the same type of underpayment. The Board will advise the union of its findings, and will make adjustments where necessary, using the same methodology as the payments to 1997 retirees. The individuals tentatively identified by the parties are:
 - NVCC: Raacke, Rivard, Haag
 - NKCC: Resta, Greenwald, Vandergriend, Kammoun, O'Brien
 - TRCC: Adams, Muzyka
8. A letter will be sent to each of the former employees noted on attachments #1 and/or #2 (copy of draft attached).
9. This is a complete and final settlement of all matters, which were or could have been raised concerning calculation of salaries and final payments to Federation unit members who retired under the 1997 incentive.
10. The parties agree that the terms above shall not be asserted as precedent in any forum except to enforce the terms of this agreement.

AGREED: _____
For the Federation Date

AGREED: _____
For the Board Date

5/30/01

LETTER FOR INDIVIDUALS RECEIVING A PAYMENT

Dear (employee name)

After the 1997 retirement incentive, the Federation union identified a potential problem with the methodology of computing salary "payouts" for AFT faculty. After considerable research, it appears that payroll practiced used by the former State Technical Colleges resulted in a number of faculty members being under-compensated during the first year of employment. The source of the problems and the solutions are summarized below.

In some cases, a faculty members' first paycheck was for less than the full biweekly salary. For example, a faculty member hired on the sixth day of the pay period received six-tenths the normal biweekly in the first pay check. Individuals whose first check was for less than ten days pay will be provided with a payment for the previously uncompensated days. The payment will be based on the 1996-97 per diem.

In some cases, the balance of contract payments at the time of the 1997 retirement may not have included payment for the total number of pay checks due over the course of the career. The total number of paychecks due is twenty-six (26) checks each year, plus one additional check in any year with twenty-seven pay periods (i.e., 1966-67, 1977-78, 1988-89). For example, an employee who was initially hired for the 1965-66 academic year, is entitled to a total of 835 pay checks (i.e., 32 years times 26 checks plus one additional check for 66-67, 77-78 and 88-89 = 835). Where there is a difference between the number of checks owed and the number actually paid, individuals will receive a payment for the missing pay period(s). The payment will be based on the 1996-97 per diem.

The Board and the Federation leadership have carefully analyzed payroll history for each of the 1997 retirees and identified a number who were underpaid as a result of either or both of the practices identified above. Analysis of your payroll history indicates that you are entitled to an adjustment in the amount of \$_____. The basis for this adjustment is provided on the attached worksheet. In addition, you will receive an additional payment in lieu of interest. Under separate cover, the college from which you retired will forward a check. Note that union dues and taxes will be taken from both payments. Retirement contributions will be taken only from the primary payment and not the payment in lieu of interest.

Questions regarding this letter or the calculation of the payment should be directed to Dennis Bogusky, President, Federation of Technical College Teachers, Norwalk Community-Technical College, 188 Richards Avenue, Norwalk, Connecticut 06854.

Sincerely,

Coreen Sumple
Manager, Employee Relations

Attachment

Copy: _____, President
_____, Dean of Administration
_____, Director of Human Resources

LETTER FOR INDIVIDUALS NOT RECEIVING A PAYMENT

Dear (employee name)

After the 1997 retirement incentive, the Federation union identified a potential problem with the methodology of computing salary "payouts" for AFT faculty. After considerable research, it appears that payroll practiced used by the former State Technical Colleges resulted in a number of faculty members being under-compensated during the first year of employment. The source of the problems and the solutions are summarized below.

In some cases, a faculty members' first paycheck was for less than the full biweekly salary. For example, a faculty member hired on the sixth day of the pay period received six-tenths the normal biweekly in the first pay check. Individuals whose first check was for less than ten days pay will be provided with a payment for the previously uncompensated days.

In some cases, the balance of contract payments at the time of the 1997 retirement may not have included payment for the total number of pay checks due over the course of the career. The total number of paychecks due is twenty-six (26) checks each year, plus one additional check in any year with twenty-seven pay periods (i.e., 1966-67, 1977-78, 1988-89). For example, an employee who was initially hired for the 1965-66 academic year, is entitled to a total of 835 pay checks (i.e., 32 years times 26 checks plus one additional check for 66-67, 77-78 and 88-89 = 835). Where there is a difference between the number of checks owed and the number actually paid, individuals will receive a payment for the missing pay period(s).

The Board and the Federation leadership have carefully analyzed payroll history for each of the 1997 retirees and identified a number who were underpaid as a result of either or both of the practices identified above. Analysis of your payroll history indicates that you are not entitled to an adjustment. The basis for this determination is provided on the attached worksheet.

Questions regarding this letter should be directed to Dennis Bogusky, President, Federation of Technical College Teachers, Norwalk Community-Technical College, 188 Richards Avenue, Norwalk, Connecticut 06854.

Sincerely,

Coreen Sumple
Manager, Employee Relations

Attachment

copy: _____, President
_____, Dean of Administration
_____, Director of Human Resources

WORKSHEET FOR _____

Employee Name _____

College _____

Retirement Date: _____

1996-97 Salary: \$ _____ \$ _____
 Biweekly Per diem

1. WAGE PAYMENT**a) Broken First Pay Period Payment**

Date and amounts of first pay check as a full-time faculty member:

Dates and amount of second paycheck as full-time faculty member:

Calculation of Broken First Pay Period Payment:

(\$ _____ per diem) X _____ days = broken first pay period payment of \$ _____

b) Missing Pay Period Payment

Number of years service (_____) X 26 biweekly checks, plus
 one additional biweekly check for each year of 27th pay check
 (_____)

Equals total biweekly checks owed over career: _____

Total biweekly checks owed (_____) * minus total biweekly checks paid
 (_____) * equals number of additional biweekly checks owed now: _____.

Number of additional biweekly checks owed (_____) X biweekly rate (\$ _____)
 equals "missing pay period payment" of \$ _____.

c) Total Wage Payment (#1a + #b): \$ _____**2. IN-LIEU OF INTEREST PAYMENT**

a) Broken pay period payment \$ _____ X .09833** = \$ _____

b) Missing pay period payment \$ _____ X .09833** = \$ _____

c) Total in-lieu of interest payment (2a + 2b) = \$ _____

* inclusive of combined biweekly amounts in balance of contract payment

**in-lieu of interest payment is 9.833% of the wage payment