

Tentative Agreement

For a successor collective bargaining agreement

Congress of Connecticut Community Colleges

Federation of Technical College Teachers

Board of Regents for Higher Education

1. The duration of the parties' CBA shall be July 1, 2021 through June 30, 2025.
2. The parties agree to the wage package negotiated by SEBAC for fiscal years 2021-2022, 2022-2023, 2023-2024 (Attachment A) including advancement of the steps provided in the 2016-2021 CBAs by the GWI provided in Attachment A.¹
3. The parties agree to reopen negotiations limited to wages and steps for FY 2024-2025.
4. All previously agreed to tentative agreements shall be incorporated into the parties' respective collective bargaining agreements.
5. The parties agree to the following modifications of their respective collective bargaining agreements:
 - a. There shall be no loss of employment within the CSCU system for full-time employees on tenured appointment as a result of any consolidation or restructuring of the community colleges or its system.
 - b. The foregoing does not prevent the BOR from restructuring and eliminating positions of "full time"² employees provided that affected employees shall be reassigned or transferred to an existing comparable job in the system for which the employee possesses the requisite qualifications and experience. In any case, salary and tenure status shall be preserved. An employee who refuses an offered position will not be considered a layoff for purposes of this Agreement.
 - i. An employee who is not offered a comparable position shall be given the right of refusal prior to posting externally for any vacancy within Connecticut State Colleges and Universities, provided they are qualified for the position.
 - ii. An employee who does not accept an offered comparable position within the rights established above in Item (i), shall be separated with no additional mandatory rights.

¹ All wage/non-wage and miscellaneous rates of pay including longevity shall be increased consistent with the wage schedule in Attachment A. (Longevity, coaches, part time lecturer, part time EA, part time nursing, nursing/dental course leader, program coordinators (cash), department chairs (cash), PC/DC call-in rates, payment in lieu of additional teaching) Bonuses identified in Attachment A shall be paid to part time employees in a prorated basis.


² "Full time" is defined for purposes of this section as a member of the principal bargaining unit.





- c. The employer shall make every effort to place any non-tenured "full-time"² employee who would otherwise lose employment as a result of any consolidation or restructuring of the community colleges or its system into a comparable vacancy within the CSCU system during their contractual recall period. Acceptance of a position outside the CSCU system following the expiration of that period shall have no effect on the recall rights of such employees to CSCU positions consistent with existing CBA language.
6. Accrued time may be taken in hourly increments for those employees who accrue time in hourly increments.
 7. Existing MOA regarding sabbaticals shall continue for the duration of the successor CBA.
 8. All non-teaching Professional Staff/Faculty shall be granted time to serve on system-wide, college, and division/department committees, if elected/appointed
 9. Telework
 - a. The President or his/her designee may authorize an individual to perform work from a remote site. Telecommuting is by mutual agreement only.
 - b. The employee must have adequate internet at the employee's expense at the proposed telecommuting site.
 - c. The employee must have a job function acceptable for telecommuting, i.e. one that can be performed at a remote site without diminishing the quality of the work, the availability of services, or disrupting the productivity of an office.
 - d. Approval. A request for a telecommuting agreement must first be completed by the member and is forwarded to his/her immediate manager for discussion and approval. If approved by the immediate supervisor, the request for approval will be sent to the Vice President, Associate Vice President or CIO responsible for the member's functional area. If approved at that level, the request shall then be sent to the President or his/her designee, generally the Chief Human Resources Officer for final approval. An employee for whom an agreement has been approved shall not provide day care services while telecommuting.
 - e. The operational needs of the System take precedence over telecommuting agreements. A telecommuting employee must forego telecommuting if needed in the office on a regularly scheduled telecommuting day, but the individual should be given as much notice as is reasonably possible. A supervisor may allow for flexibility in scheduling the specific days of the week used for telecommuting

² Full time is defined for purposes of this section as a member of the principal bargaining unit.


EC
SF

and allow week-to-week flexibility to meet changing needs. Requests shall not be unreasonably denied.

- f. Grievance and Arbitration Procedure. The provisions of this section shall not be subject to the grievance and arbitration procedure.

10. Part Timers

- a. Per availability, and at the discretion of the Department Chair and in consultation with Coordinators, adjunct faculty who have been offered and accepted 8 semesters without a break and who are appointed for a 9th consecutive semester may be offered a full-year contract.
- b. All courses taught by part time faculty shall count toward meeting the requirements for entry into the part time seniority pool. The offering of courses to part time faculty who are in the seniority pool shall apply to every term (fall, spring, summer and intersessions.)


11. The parties agree to re-open negotiations on July 1, 2022 regarding the following issues⁴:

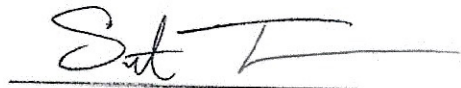
- a. Equity and uniformity for Nursing and Allied Health faculty/programs
- b. System-wide transfers
- c. Part time contract
- d. Family/child/parental leave, provided there shall be no financial impact to the BOR from this issue prior to January 1, 2024.
- e. Distance Learning, provided the reopener negotiations shall commence no earlier than January 1, 2023 and there shall be no retroactive cost.
- f. Co-ops, Internships and Independent Study
- g. PC/DC job duties
- h. Course Privileges/tuition and fee waivers
- i. Academic Freedom Panel
- j. Racial Justice-Labor Management Committee


12. All other terms of the parties' CBAs not referenced above shall remain in effect and identical to the 2016-2021 respective CBAs.

⁴ The issues to reopen shall be subject to interest arbitration pursuant to the State Employee Relations Act should the parties reach impasse


SF
EC
SF

 3/5/2022
Board of Regents for Higher Education

 3/7/2022
Congress of Connecticut Community Colleges, SEIU 1973

 3-7-2022
Federation of Technical College Teachers, AFT, Local 1942

Attachment A

• GWI/Step and Special Lump Sum Pattern --

Contract Year	Special	GWI*	Steps**
7/1/21-6/30/22	Special Lump Sum \$2,500 payable as soon as practicable upon GA Approval (effective and retro date is 3/31/2022)***	2.5% GWI (retro to July 1) must be an active employee in the bargaining unit on date of GA ratification or a former employee who left after 7/1/21 as defined below****	Steps on Time -- (retro to step date)
7/1/22-6/30/23	\$1,000 Special Lump Sum effective approx. July 14 th ***	7/1/22 2.5% GWI	Steps on Time
7/1/23-6/30/24		7/1/23 2.5% GWI	Steps on Time
7/1/24-6/30/25	Units must elect either a 3-year contract duration or 4 years with reopener only on GWI and steps	If so, reopener on GWI	If so, reopener on steps and lump sum payments

*. Payroll including that date.

** Includes top step payments where applicable

*** Part-timers are pro-rated for the Special Lump Sum

**** Employees who left in good standing with 10 years or more of service, or who retired after 7/1/21 will be eligible for retroactive GWI and Steps through their date of departure. The State will have 5 years from date of legislative ratification to make any necessary pension adjustments as a result of retroactivity. No interest or other penalties will accrue during this 5-year period. The resolution of the parties' differences with respect to retroactive wage increases for employees who resign state service prior to legislative ratification shall not be used to support either party's arguments in any future dispute.

- Longevity
 - All Proposals to be withdrawn on both sides

DK
2/7/2022

del
2/7/2022

cc
SF