

# CUMMINGS & LOCKWOOD

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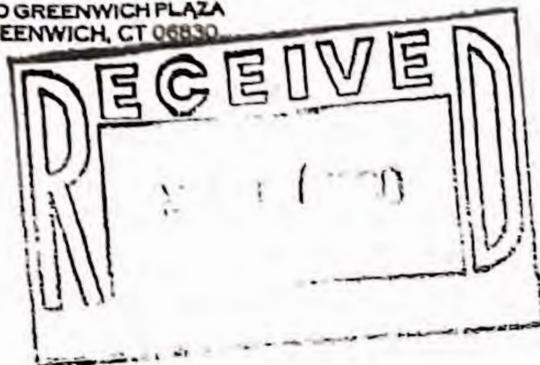
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250 ROYAL PALM WAY  
PALM BEACH, FLORIDA 33480

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NAPLES, FLORIDA 33940

TEN STAMFORD FORUM  
STAMFORD, CT 06904

TWO GREENWICH PLAZA  
GREENWICH, CT 06830



May 15, 1990

James C. Ferguson, Esq.  
Ferguson and Doyle  
1783 Wilbur Cross Parkway  
Berlin, Connecticut 06037

Re: Community-Technical Colleges - Federation  
Of Technical College Teachers Procedures  
For Submitting Cases To Arbitration

Dear Jim:

I am writing to confirm the understandings which were reached between the parties on May 3, 1990, regarding the procedures they will follow in processing grievances from the Executive Director's level through to arbitration. The parties have agreed to the following steps:

1. Within the time limits established by the collective bargaining agreement, the Union will submit grievances to the Executive Director's level of the grievance procedure (Step 4) by written notice addressed to the Director of Employee Relations, (currently Jack Foley). By letter to the President of the Local (currently Dennis Bogusky), Mr. Foley promptly will acknowledge receipt of the Union's notice and will indicate to Mr. Bogusky who has been designated to hear the grievance at Level 4.

2. Mr. Bogusky will call the individual identified in Mr. Foley's letter with four dates upon which the Union can meet for the Step 4 meeting.

3. The individual identified to hear the grievance will schedule the Level 4 meeting on one of the four dates (if possible), and will notify Mr. Bogusky by telephone of the date selected (or to suggest additional dates). He or she also will confirm the Level 4 meeting date in writing.

4. If the date upon which the Level 4 meeting is scheduled is beyond the 15-day period required by the

contract, the confirmation to Mr. Bogusky will serve as a written extension of that time period.

5. The Level 4 meeting is designed to be a substantive, evidentiary-type meeting at which the parties may learn about the substance of the grievance. When the question presented is the appropriateness of disciplinary action, the employer will present its case to the Union. The Union will respond (either at the meeting or in writing following the meeting) with facts which the Union believes to be true which were not considered by the employer, including facts which would tend to show that the information provided to the employer or the witnesses whose statements have been credited by the employer are not creditable, and shall also set forth for the employer any mitigating circumstances or inconsistent practices which the Federation wishes the employer to consider. If the grievance involves a contract interpretation question, the Federation will present its case to the Employer. The Employer (either at the meeting or in writing following the meeting) shall respond to the Union in a fashion which sets forth the Employer's position upon the grievance, with the further understanding that the Employer's response shall apprise the Union of the Employer's position and not merely recite a denial of the grievance.

6. The Employer shall use the 10-day period following the Level 4 meeting to investigate and, if appropriate, to conduct telephone settlement discussions with Mr. Bogusky.

7. This 10-day period may be extended, by mutual agreement if the Employer needs more time to investigate the grievance, to pursue settlement ideas, or for other legitimate purposes.

8. All settlements must be in writing and signed by both parties.

9. If there is no settlement of the grievance, within the 30-day period called for by the collective bargaining agreement, the Union, in a single writing, shall notify the Employer of its intent to arbitrate the grievance and shall suggest three arbitrators who would be acceptable to the Union for that grievance. If the Employer can agree to one of the arbitrators on the Union's list, the Employer will so notify the Federation and the arbitrator and will schedule the arbitration. If the Employer cannot agree to any of the arbitrators on the Union's list, it will, within 7 calendar days of its receipt of the Union's list, submit a list of three arbitrators to the Union. If the Union can agree to one of the arbitrators on the Employer's list, it

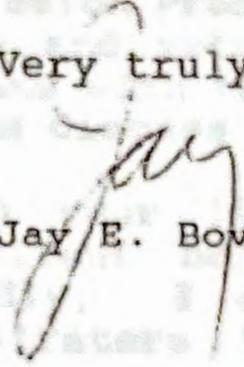
shall notify the Employer and the Employer will notify the arbitrator and schedule the hearing.

10. If there is no agreement upon an arbitrator in accordance with the foregoing procedure, the Federation will file a demand for arbitration with the American Arbitration Association within 7 calendar days of its receipt of the Employer's list of arbitrators.

As you will note, the Board prefers the foregoing system to a standing panel of arbitrators. Since both systems appeared acceptable to the Federation, I have only recorded the "exchange of lists" system in the foregoing agreement.

If this letter accurately reflects the understanding of the parties regarding the manner in which they will process grievances from the Executive Director's level through to the scheduling of a grievance arbitration case, please sign on the line below and return one copy of this letter to me.

Very truly yours,

  
Jay E. Bovilsky

FEDERATION OF TECHNICAL  
COLLEGE TEACHERS, AFT

By: \_\_\_\_\_  
James C. Ferguson, Esq.

JEB:pw  
cc: Mr. Jackson W. Foley, Jr.

FERGUSON & DOYLE  
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1783 WILBUR CROSS PARKWAY  
BERLIN, CONNECTICUT 06037

JAMES C. FERGUSON  
BRIAN A. DOYLE

TELEPHONE  
203-828-8889

June 7, 1990

Jay E. Bovilsky, Esq.  
Cummings & Lockwood  
Attorneys At Law  
City Place  
Hartford, Connecticut 06103

Re: FTCT v. Board of Trustees

Dear Jay:

Please find enclosed a slightly modified Step 4 Grievance and Arbitration Submission Procedure, which substantially reflects the procedure you transmitted to this office. If this amended Step 4 Greivance and Arbitration Submission Procedure is agreeable to you and your client please execute and return a signed copy to my office. If there are any problems with the form as amended please contact my office so that we can discuss the matter further.

Secondly, I am still awaiting your list of current contract sections which you or your client believe are not mandatory subjects of bargaining. Thirdly, I await a response to our proposal with regard to arbitrators to handle the interest arbitration with regard to these parties.

Finally while no further meetings with regard to the negotiations are scheduled, I plan to draft a submission for the Board of Mediation and Arbitration outlining the issues in dispute between the parties as required by Statute. I can either do this unilaterally or we can make a combined effort. If you determine that we should file one single submission, please submit to me those issues or those sections of the contract which are in dispute

NOTICE OF TECHNICAL COLLEGE TEACHERS

FEDERATION OF TECHNICAL COLLEGE TEACHERS

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Jay E. Bovilsky

Page 2

from the Board of Trustees perspective so that I can mesh them with those issues in dispute from the Federation of Technical Colleges Teachers perspective. I believe that this process will move the matter forward.

Thank you for your attention to all aspects of this letter. Your speedy response is appreciated.

Sincerely,

*[Handwritten signature of James C. Ferguson]*

James C. Ferguson

JCF/aa

Enclosure

cc: Dennis J. Bogusky

I call the individual identified in Mr. Foley's letter with four dates upon which the Union can meet for the Level 4 meeting.

1. The individual identified to hear the grievance will schedule the Level 4 meeting on one of the four dates (if possible) and will notify Mr. Bogusky by telephone of the date selected for to accept additional dates. He will also confirm the Level 4 meeting date in writing.

2. If the date upon which the Level 4 meeting is scheduled is beyond the 11 day period required by the contract, the confirmation to Mr. Bogusky will serve as a written extension of that time period.

3. The Level 4 meeting is designed to be a substantive, advisory (non-binding) meeting at which the parties may learn about the substance of the grievance. When the question presented is the appropriateness of disciplinary action, the Employer will present its case to the Union.

# FEDERATION OF TECHNICAL COLLEGE TEACHERS

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



Greater New Haven State Technical College — North Haven  
Hartford State Technical College — Hartford  
Norwalk State Technical College — Norwalk

Thames Valley State Technical College — Norwich  
Waterbury State Technical College — Waterbury

3

## STEP 4 GRIEVANCE AND ARBITRATION SUBMISSION PROCEDURE

The Federation of Technical-College Teachers and the Board of Trustees hereby agree to process Step 4 grievance and arbitration submissions in accordance with the procedure stated herein, as follows:

1. Within the time limits established by the collective bargaining agreement, the Union will submit grievances to the Executive Director's level of the grievance procedure (Step 4) by written notice addressed to the Director of Employee Relations (currently Jack Foley). By letter to the President of the Local (currently Dennis Bogusky), Mr. Foley promptly will acknowledge receipt of the Union's notice and will indicate to Mr. Bogusky who has been designated to hear the grievance at Level 4.
2. Mr. Bogusky will call the individual identified in Mr. Foley's letter with four dates upon which the Union can meet for the Step 4 meeting.
3. The individual identified to hear the grievance will schedule the Level 4 meeting on one of the four dates (if possible) and will notify Mr. Bogusky by telephone of the date selected (or to suggest additional dates). He or she also will confirm the Level 4 meeting date in writing.
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Union will respond (either at the meeting or in writing following the meeting) with facts which the Union believes to be true which were not considered by the Employer, including facts which would tend to show that the information provided to the Employer or the witnesses whose statements have been credited by the Employer are not creditable, and shall also set forth for the Employer any mitigating circumstances or inconsistent practices which the Federation wishes the Employer to consider. If the grievance involves a contract interpretation question, the Federation will present its case to the Employer. The Employer (either at the meeting or in writing following the meeting) shall respond to the Union in a fashion which sets forth the Employer's position upon the grievance, with the further understanding that the Employer's response shall appraise the Union of the Employer's position and not merely recite a denial of the grievance.

6. The Employer shall use the 10 day period following the Level 4 meeting to investigate and, if appropriate, to conduct telephone settlement discussions with Mr. Bogusky.

7. This 10 day period may be extended, by mutual written agreement if the Employer or the Union needs more time to investigate the grievance, to pursue settlement ideas, or for other legitimate purposes.

8. All settlements must be in writing and signed by both parties.

9. If there is no settlement of the grievance within the 30 day period called for by the collective bargaining agreement, the Union, in a single writing, shall notify the Employer of its intent to arbitrate the grievance and shall suggest three arbitrators who would be acceptable for the Union for that grievance. If the Employer can agree to one of the arbitrators on the Union's list, the Employer will so notify the Federation and the arbitrator and will schedule the arbitration in a timely fashion. If the Employer cannot agree to any

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of the arbitrators on the Union's list, it will, within 7 calendar days of its receipt of the Union's list, submit a list of three arbitrators to the Union. If the Union can agree to one of the arbitrators on the Employer's list, it shall notify the Employer and the Employer will notify the arbitrator and schedule the hearing in a timely fashion.

10. If there is no agreement upon an arbitrator in accordance with the foregoing procedure, the Federation will file a demand for arbitration with the American Arbitration Association within 7 calendar days of its receipt of the Employer's list of arbitrators.

FEDERATION OF TECHNICAL  
COLLEGE TEACHERS, AFT

BOARD OF TRUSTEES FOR THE  
TECHNICAL-COMMUNITY COLLEGES

BY: \_\_\_\_\_

  
Dennis J. Bogusky  
President, FTCT

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

6-7-90

DATE: \_\_\_\_\_