

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF REGENTS FOR HIGHER EDUCATION, and
FEDERATION OF TECHNICAL COMMUNITY COLLEGES, LOCAL 1942**

The parties to this Memorandum of Agreement (hereinafter “MOA”), the Board of Regents for Higher Education (hereinafter the “Board”), and the Federation of Technical Community Colleges, Local 1942 (hereinafter the “Federation”) agree as follows:

WHEREAS, the Board and the Federation are parties to full time and part time collective bargaining agreements; and

WHEREAS, the Federation represents Non-Credit Lecturers (NCLs) at the five merged campuses (Capital, Gateway, Norwalk, Three Rivers and Naugatuck Valley); and

WHEREAS, the Federation filed a grievance asserting a violation of the part time CBA as a result of a number of NCLs not receiving a wage increase effective 7-1-23 pursuant to the CBA to which the Federation claims entitlement.

WHEREAS, the Board denied the grievance asserting that NCLs had not established a violation of the CBA; and

WHEREAS, the Board asserts that it has properly implemented the 7-1-2023 wage increase for NCLs; and,

WHEREAS, the parties agree that NCLs employed on or subsequent to 7-1-2023 who taught a course in fiscal year 2023 are eligible for a wage increase pursuant to the CBA effective 7-1-2023 and any NCL who did not receive the aforementioned wage increase shall be made whole; and,

WHEREAS, there is a pending arbitration scheduled for March 11, 2023 before Arbitrator Martin Jackson Webber. The parties have conferred and seek to reach a resolution rather than proceed with arbitration.

NOW, THEREFORE, the parties further agree as follows:

1. In full and final resolution of the Federation’s grievance, the parties will take the following actions:
 - a. The Federation will inquire of its NCL members to provide documentation showing that the 7-1-2023 raises were not implemented by providing a copy of the NCL contract(s) for the courses(s) taught during fiscal year 2024 and the contracts for courses taught during fiscal year 2023. The Board agrees to provide specified NCL contracts upon request from the Union. That request shall contain one list in Excel format of contracts requested, and for each contract requested the Union shall identify the employee’s full-legal name, employee number, course name, start date of course and campus. That request must be submitted to Marilyn Albrecht by June

1, 2025. Individuals not included on this list with the information listed above will be deemed to have waived any claim to the 7-1-2023 raises.

- b. The Board will provide any such requested available contracts by August 1, 2025.
 - c. The Federation will review the information received from NCL members and/or the Board, and relay the names of any NCLs it believes are entitled to the 7-1-23 raise (fiscal year 2024), along with accompanying supporting contract documentation to the Board no later than September 15, 2025. Any claim for a wage increase for fiscal year 2024 not submitted with proper documentation by September 15, 2025 is deemed waived.
 - d. The Board will review the documentation submitted by the Union and administer wage increases for fiscal year 2024 to those deemed eligible by the Board utilizing the same criteria, and in the same manner, as utilized and administered for fiscal year 2023 raises no later than October 15, 2025 and will contemporaneously relay that action to the Federation.
 - e. The parties may mutually agree to extend the timeframes above.
- 2. The Federation agrees to withdraw its grievance in this matter with prejudice and notify the Arbitrator that the March 11, 2025 hearing is canceled. Each party will bear its respective cancellation fee.
 - 3. The Federation agrees that it will not file any new administrative or judicial proceeding asserting rights to the 7-1-2023 (fiscal year 2024) raises, except an action to enforce the terms of this agreement.
 - 4. The contents of this Memorandum of Agreement are without practice or precedent, and may not be referenced in, or admitted into, any administrative or judicial proceeding, except to enforce the terms herein.

Marilyn A. Allbrecht, MSW

3/11/2025

**Board of Regents for Higher Education
Connecticut State Colleges and Universities**

Date



Dennis Bogusky, Federation of Technical Community Colleges

3/11/25

Date