

MEMORANDUM OF AGREEMENT

On June 8, 2011, the Congress of Connecticut Community Colleges (hereinafter “the Congress”) and the Board of Trustees of Community–Technical Colleges (hereinafter “the Board”) entered into an agreement covering wages, wage-related matters and job security, as required by Attachment A to an agreement between the State of Connecticut and the State Employees Bargaining Agent Coalition (SEBAC) (hereinafter referred to as the “unit agreement”). Though ratified by the Congress membership, the unit agreement was not submitted for legislative approval due to the failure of the SEBAC Agreement to be ratified.

In anticipation of ratification and legislative approval of a clarified SEBAC agreement, the parties hereby modify their June 8, 2011 agreement as necessary to conform to the clarified SEBAC framework. This Agreement supplants and replaces in its entirety the unit agreement signed by the parties on June 8, 2011.

The existing Collective Bargaining Agreement shall be modified as follows:

ARTICLE XXV: TERM AND DURATION OF AGREEMENT. The term of the Agreement, including any provisions that would otherwise sunset on June 30, 2012, is extended to June 30, 2016.

ARTICLE XXI: SALARY AND FRINGE BENEFITS

Salary

- In FY 2012 and FY 2013, there shall be no general wage increase, no step increases and no lump sum/top step payments. As this Agreement was not ratified prior to the time FY 2012 payments were made to some employees, effective August 26, 2011, the base annual salary for all employees shall be rolled back to the rates reflected on the salary grids that were in effect at the time of the December 2010 general wage increase. See attached salary grids.
- In FY 2014, FY 2015 and FY 2016, there shall be a general wage increase of 3%. Step increases and lump sum/top step payments shall be paid to eligible employees as appropriate. The aforementioned increases shall be effective as follows:
 - July 26 – August 8, 2013 pay period for 10-month employees; June 28 – July 11, 2013 pay period for 12-month employees
 - July 25 – August 7, 2014 pay period for 10-month employees; June 27 – July 10, 2014 pay period for 12-month employees
 - July 24 – August 6, 2015 pay period for 10-month employees; June 26 – July 9, 2015 pay period for 12-month employees.
- Provided, however, wage increases for FY 2014 shall be delayed by the number of pay periods that the increases were paid to employees in FY 2012 prior to ratification of the clarified SEBAC agreement. This means that wage increases for FY 2014 shall be effective

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in the September 20 – October 3, 2013 pay period for 10-month employees; and in the August 23 – September 5, 2013 pay period for 12-month employees. Employees will be made whole for the difference in percentage between the FY 2012 wage increase received and the wage increase due in FY 2014.

- In FY 2014 and FY 2015, the value of lump sum payments shall be as per Schedule D of the 2007-10 collective bargaining agreement. In FY 2016, the schedule of lump sum payments will not change, but lump sum payments for eligible employees will be increased by 5%. These shall be one-time payments, the cost of which shall be taken from the Congress contract account no. A804 (Grievance/Change in Duties).

Other Allocations

- Promotions/Change in Duties/Grievance:
 - In each year of the agreement, .6% of the total Congress unit wage base shall be allocated for promotions and .07% of the total Congress unit wage base shall be allocated for change in duties/grievance.
 - The number of promotions made in each year of this Agreement shall not exceed the number for which rolling dollars are available.
- Other wage and non-wage contract accounts
 - There shall be no increase in FY 2012 and FY 2013.
 - In FY 2014, FY 2015 and FY 2016, an increase of 5% will be applied to each account.

Miscellaneous Rates of Pay

- There shall be no increase in Miscellaneous Rates of Pay in FY 2012 and FY 2013. As this Agreement was not ratified prior to the time FY 2012 payments were made to some employees, effective August 26, 2011, all Miscellaneous Rates of Pay will be rolled back to the 2010-11 rates;
- Miscellaneous Rates of Pay shall be increased by 5% in each of FY 2014, FY 2015 and FY 2016. Provided, however, increases in Miscellaneous Rates of Pay for FY 2014 shall be delayed by the number of pay periods that the increases were paid to employees in FY 2012 prior to ratification of the clarified SEBAC agreement. This means that rate increases for FY 2014 shall be effective August 23, 2013. FY 2014 Miscellaneous Rates of Pay are displayed on the attached chart.

Longevity

- There shall be no longevity payments for employees hired on or after July 1, 2011 except that any individual hired on or after that date who has military service which would count toward longevity under current contract rules shall be entitled to longevity if they have the necessary service requirement in the future.
- For current employees, no service shall count toward longevity for the two-year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added for the purpose of determining eligibility for and level of longevity payments if it would have counted when performed.

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- Longevity payments scheduled for October 2011 for current employees shall be based on eligibility and years of service as of April 1, 2011 and shall be paid at 75% of the April 2011 rate.
- Longevity payments for current employees scheduled for April 2012, October 2012 and April 2013 shall be based on eligibility and years of service as of April 1, 2011 and shall be paid at the April 2011 rate.
- Longevity payments for current employees that are scheduled for FY 2014, FY 2015 and FY 2016 shall increase by 5% and shall be based on eligibility and years of service as of April 1 or October 1, as appropriate.

ARTICLE XIII: TERMINATION OR REASSIGNMENT FOR SPECIAL REASONS

(JOB SECURITY): Between the date of this Agreement and June 30, 2015, there will be no loss of employment for permanent employees, subject to the following conditions:

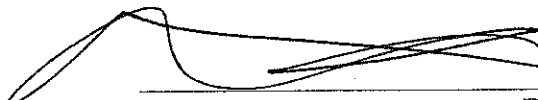
- Applicable only to those hired prior to July 1, 2011;
- Applicable only through June 30, 2015;
- Protection from loss of employment does not apply to:
 - Expiration of a temporary or special appointment;
 - Non renewal of a non-tenured employee for performance-related reasons;
 - Termination of grant or other outside funding specified for a particular position; and,
 - Less than 20-hour per week part-time employees.
- Notwithstanding the above, employees in the principal bargaining unit in their second or subsequent special appointment year as of June 30, 2011 shall be covered by this job security provision. However, service on special appointment between July 1, 2011 and June 30, 2015 shall not count toward the three-year limitation on special appointments provided for in Article IX, Section 1 of the contract.
- The foregoing does not prevent the Board from restructuring and eliminating positions 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 such case, salary and tenure status shall be preserved. If an employee is reassigned to a position at a non-merged college, he or she shall be placed in the Congress bargaining unit. An employee who refuses an offered position will not be considered a layoff for purposes of this Agreement.
- In FY 2016, if the Board decides to terminate or reassign employees for special reasons, non-tenured employees in the program, department or function at a college that is targeted for elimination shall be terminated or reassigned before tenured employees in the same program, department or function at the college are terminated or reassigned. This provision shall sunset on June 30, 2016 and shall not be cited as precedent or asserted except to enforce its terms.

CONCLUDING PROVISIONS

- The parties recognize that this Concession Agreement is a special agreement. No provision of this Agreement shall be cited as precedent in future contract negotiations between the parties.
- This Agreement is subject to ratification by the Board and the Congress union membership and approval by the Legislature pursuant to Connecticut General Statutes Section 5-278.

CONGRESS OF CONNECTICUT
COMMUNITY COLLEGES

BOARD OF TRUSTEES FOR
COMMUNITY-TECHNICAL
COLLEGES



Date 8-19-2011



Date 8/19/11