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December 12, 2017

Mr. Bryan Bonina, President
Connecticut Congress of Community Colleges
907 Wethersfield Avenue, 2nd Floor
Hartford, CT 06114

Re: Memorandum of Agreement Pertaining to Promotional Committees

Dear Bryan:

As you know, the negotiating teams for both the Board of Regents as well as the Coalition of the Congress, AFT and AFSCME engaged in protracted negotiations that ultimately resulted in a successor collective bargaining agreement. During those negotiations there were numerous proposals presented by both sides. One issue where proposals were exchanged pertained to the promotional process as well as the composition of the promotion committees. You will undoubtedly recall that there were discussions, both across the table as well as among our own negotiating team regarding the benefits and drawbacks on each of those proposals. Ultimately, the Coalition negotiating team agreed to a change in the composition of the promotional committee in exchange for other proposals that we made regarding the promotional process. The change in the composition resulted in a promotional committee that would be comprised of four (4) bargaining unit representatives and two (2) representatives from management. We were successful in obtaining proposals we made to delete promotional lists, remove the Dean from the promotional process, making the promotional process more transparent and objective, as well as clean up outdated onerous language that existed in the Collective Bargaining Agreement.

The change in the composition of the promotional committee did not appear in the first Tentative Agreement dated May 4, 2016. This oversight was first discovered after both the SEBAC and final Tentative Agreement for successor contracts were ratified by the members. To rectify the oversight, the Coalition of Unions and the Board of Regents has entered into a Memorandum of Agreement (MOA) to memorialize what they agreed to at the bargaining table during contract negotiations.

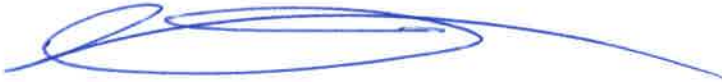
It was, and is, my recommendation to honor the agreement that was made for a number of reasons. First, it is important that you or any other elected Union leaders be able to gain and maintain the trust of your management counterparts. Management must know that the

agreements you reach will be honored. Secondly, failure to honor the agreement would likely result in a prohibitive practice complaint being filed by the Board of Regents against the Congress for alleged bad faith bargaining. It would be an expense to the Congress to defend against this complaint and the outcome would be uncertain. Finally, and most importantly, failure to honor the agreement made could potentially do irreparable harm to the existing productive labor and management relationship the Congress has with the Board of Regents.

Having a productive, albeit sometimes adversarial, labor-management relationship is in the best interest of the Congress and all of its members. Playing a game of "gotcha" because management did not notice that this change was absent from the Tentative Agreement would be an affront to good faith bargaining and would only damage the Union leadership's ability to negotiate favorable terms on behalf of its members going forward. I am confident that the Delegate Assembly would agree that not only does the overall agreement regarding promotions benefit the members, but the down side of failing to honor the agreements the Union made would do much more harm than any good that could come from it.

I regret that I was unable to join you and the Delegate Assembly at the December 16th meeting due to a family obligation out of state. Should you have any questions or should you have any questions from the Delegates, I am happy to answer them in the most efficient way possible.

Sincerely,



Eric W. Chester
FERGUSON, DOYLE & CHESTER, P.C.

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