

**MEMORANDUM OF AGREEMENT
AND CONTRACT EXTENSION
Administrative and Residual Employees Union
Local 4200 AFT/AFTCT, AFL-CIO
And the
State of Connecticut**

The Administrative and Residual Employees Union Local 4200 AFT/AFTCT, AFL-CIO and the State of Connecticut, acting through the Office of Labor Relations of the Office of Policy and Management hereby agree as follows:

This agreement is made and entered into by and between the State of Connecticut and the Administrative and Residual Employees Union Local 4200 AFT/AFTCT, AFL-CIO a labor organization within the meaning of Sections 5-270 through 5-280 of the Connecticut General Statutes, and the State of Connecticut, an employer within the meaning of said statutory sections. This agreement is a result of the joint efforts of the parties to respond to the fiscal conditions of the State of Connecticut and is made pursuant to discussions held between the State of Connecticut and the State Employees Bargaining Coalition (SEBAC).

The existing Collective Bargaining Agreement, effective July 1, 2007 and expiring on June 30, 2011 shall be modified as follows:

1. Article 44 Duration: Except as otherwise expressly stated herein, the term of the agreement is extended to June 30, 2012. The provisions of CGS 5-270 et seq. and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August 2011.

2. New Memorandum of Understanding Regarding Reclassifications

1. The Chairperson is expected to act as a neutral when considering admission of information and allowing witness testimony.

The State will ensure the transmittal of all submitted materials from Steps 1 and 2 to the Panel.

2. When assessing whether to accept information during the hearing, the operative rule shall be to err on the side of inclusion.
3. The Panel shall not communicate with any non-appearing person or deliberate except when all members are present.
4. To the extent the Panel is not in unanimous agreement regarding the inclusion of rebuttal testimony, the panel, including the Chair shall not be allowed to consider any evidence that was not presented to the full panel during the appeal hearing.

3. Voluntary Schedule Reduction Program:

There shall be a voluntary schedule reduction program with the dual purpose of allowing employees to reduce their work schedules and aid the employer in mitigating the impact of the State's current fiscal crisis. This program is open to full time permanent employees working a 40 hour work week. Participants waive any right to a pure flex schedule under Article 16A.

1. An employee may indicate to the employer, the employee's desire to participate in the voluntary schedule reduction project which shall allow the employee to work 35 hours rather than 40 hours under the conditions set forth in the State Personnel Regulations 5-248c-1 et seq.
2. Said interest shall be expressed by a written request for a proposed schedule to the designated Agency representative.
3. Upon receipt of said request, the Agency representative shall accept, discuss and resolve said schedule with the employee or submit an Agency created schedule (which shall be a variant permitted by the standard work week).
4. The employee shall either accept the proposed schedule or decline, or remain on the schedule the employee is currently working.
5. A participating employee may opt out and return to the employee's original 40 hour schedule with four weeks written notice to the employer.

6. No employee may be permitted to opt in more than once during the program.
7. The new schedules under the program shall begin effective the first pay period of September, 2009.
8. The program shall sunset effective the last day of the last pay period of August 2011, at which time; all participating employees shall revert to a 40 hour work week.
9. This project is the outcome of a good faith effort to resolve a bargaining unit demand made in the context of state wide concession bargaining. The degree to which this provision may or may not be considered in any future negotiations should be examined in that context. The Union concedes that this program was neither achieved nor ordered during the regular bargaining process under SERA and as such, should not properly be considered as part of the bargaining history between the State and the Union.

4. Order of Layoff or Reemployment--Article 13 Section Six C is replaced with the following: "An employee appointed to a position from a lower class from which the employee was laid off, shall remain eligible for reemployment to the higher classification. An employee appointed to a position from the reemployment list to a lower class shall be paid for the service in such lower classification at the closest rate in the lower salary range to the employee's former salary in the higher classification from which laid off, but not more than the rate the employee was receiving at the time of layoff. "

5. Compensation--Article 24 Sections One and Two are amended as follows:

- a. There shall be no general wage increase paid to any employee for the 2009-2010 contract year. Employees who received the top step bonus in the prior year shall be eligible to receive it when an annual increment would have been due.

- b. Effective with the pay period that includes July 1, 2010, the base annual salary for all bargaining unit employees shall be increased by three and one-quarter percent (3.25%).
- c. Effective with the pay period that includes July 1, 2011, the base annual salary for all bargaining unit employees shall be increased by three and three percent (3%).
- d. The annual increment, including the ninth step for the 2010-2011 contract year shall be paid on time in accordance with existing practice. No top step bonus shall be paid.
- e. The annual increment for the 2011-2012 contract year shall be paid on time in accordance with existing practice. The top step bonus payment shall be paid on the paycheck date when increments are paid.
- f. The union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases.

6. Compensatory Time--Article 13 Section 5 (d) (3) shall be amended to add the following: "Employees shall be allowed to bank up to but not more than 100 hours of compensatory time. If, at any time an employee's personal compensatory time bank exceeds the 100 hour maximum, the employee shall be paid for the time in excess of 100 hours as soon thereafter as is practicable. Said monies shall be paid at the pay rate in force on the date of the payment. Employees who exceed the 100 hour maximum on the date of legislative ratification of this Agreement shall arrange with their Agency to eliminate the excess by use of release time and/or payment, but in no case may they continue to bank new compensatory time until their bank is less than 100 hours."

7. Funds, Fees, Differentials, Reimbursements and other Payments:

The parties agree that during the 2011-2012 Contract year, the amounts appropriated for all funds, fees, differentials, reimbursements, and other

payments shall remain the same as the rate on June 30, 2011 as set forth in the Collective Bargaining Agreement. There is no intent to diminish or reduce any benefit to any employee except as otherwise provided by a specific provision of this Agreement, or the SEBAC Concessions Agreement.

8. Furlough Days. There shall be mandatory furloughs for all members of the P-5 bargaining unit. Part-time employees shall also serve furlough days, on a part-time basis, based upon their biweekly scheduled hours of work. It is understood that due to the unique nature of certain operations, it may not be feasible for all employees to take certain fixed days as their furlough days and it is necessary for management to have flexibility in assigning alternate dates as furlough days. The value of a furlough day shall be one-tenth (1/10) of the biweekly pay for a bargaining unit member on a 26 pay period schedule. There shall be one (1) furlough day before June 1, 2009, three (3) furlough days between July 1, 2009 and June 30, 2010 and three (3) furlough days between July 1, 2010 and June 30, 2011. The furlough days shall be processed as follows;

A. For Employees who can be assigned the fixed furlough days:
For employees who work in operations or assignments where the appointing authority has determined that employees may be scheduled to take the day off and/or the office shall close, the following furlough days shall be taken without pay as a voluntary schedule reduction day:

May 22, 2009	Friday before Memorial Day
July 6, 2009	Monday after July 4
November 27, 2009	Friday after Thanksgiving
December 24, 2009	Christmas Eve day (Thursday)
July 2, 2010	Friday before July 4
November 26, 2010	Friday after Thanksgiving
December 27, 2010	Monday after Christmas

The fixed furlough days in higher education may be different than the above days.

In the Department of Motor Vehicles, for employees who do not normally work on Mondays, the biweekly rate of pay for the pay period in which the Monday furlough days occur shall be reduced by one-tenth and the

employees shall be granted one day off (equivalent hours) to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day..

If an agency cannot grant a particular fixed furlough day to one or more employees who would otherwise be subject to the fixed furlough days, the biweekly rate of pay for the pay period in which the furlough day occurs shall be reduced by one-tenth and the employee shall be granted one day off (equivalent hours) to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day..

B. For Employees who cannot be granted the fixed furlough day(s):

2008-2009: For employees who are unable to be granted the May 22, 2009 furlough day, the biweekly rate of pay for the pay period beginning May 22, 2009 and ending June 4, 2009, shall be reduced by one-tenth to accommodate the value of the furlough day (daily rate of pay). In exchange for the reduction in pay, bargaining unit members shall take one day off (equivalent hours) to be determined by the appointing authority without additional loss of compensation as a day in lieu of a voluntary schedule reduction day. It is understood and agreed that it may not be feasible for an employee to be scheduled to take a day off before the end of the fiscal year, and this obligation may, therefore, be extended into the next fiscal year.

2009-2010: For employees who are unable to be granted the fixed furlough days in 2009-10, the biweekly rate of pay for the pay periods beginning July 3, 2009, September 11, 2009 and November 6, 2009 shall each be reduced by one-tenth to accommodate the value of the furlough days. In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) to be determined by the appointing authority without additional loss of compensation, as a voluntary schedule reduction day. It is understood and agreed that the days off shall be taken by June 17, 2010.

2010-2011: For employees who are unable to be granted the fixed furlough days in 2010-11, the biweekly rate of pay for the pay periods beginning July 2, 2010, September 10, 2010 and November 5, 2010 shall each be reduced by one-tenth to accommodate the value of the furlough days. In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) to be determined by the appointing authority without additional loss of compensation, as a voluntary schedule reduction day. It is understood and agreed that the days off shall be taken by June 16, 2011.

It is further understood and agreed that any employee hired or reemployed after legislative approval of this Agreement shall be subject to the terms contained herein.

This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278.

In witness whereof, the parties have affixed their signature as duly authorized collective bargaining agents.

For the State:

For the Union:

Date:_____

Date:_____