

MEMORANDUM OF UNDERSTANDING  
Between the  
STATE OF CONNECTICUT  
And the  
CONNECTICUT STATE EMPLOYEES  
ASSOCIATION (P-4)

The undersigned parties acknowledge the existence of the current fiscal crisis within the State of Connecticut. It is further acknowledged that every employee must share in the responsibility to ensure that the State remains in a position to provide essential services and that the health and welfare of its citizenry are preserved. To that end, this Agreement is made as result of discussions and understandings reached between representatives of the State of Connecticut and the State Employees Bargaining Agent Coalition (SEBAC) with a goal to reduce spending and improve the State's fiscal condition.

The State of Connecticut (hereinafter referred to as the "State" or "Employer"), and the Connecticut State Employees Association, SEIU Local 2001 (hereinafter referred to as "CSEA" or the "Union") hereby agree that the Engineering, Scientific and Technical (P-4) Collective Bargaining Agreement effective July 1, 2005 through June 30, 2009 shall continue in full force and effect except as modified herein:

**GENERAL WAGES AND ANNUAL INCREMENTS:**

There shall be no general wage increase paid to any P-4 employee for the 09-10 contract year.

Effective July 1, 2010, the base annual salary for all P4 bargaining unit employees shall be increased by two and one-half percent (2.5%).

Effective July 1, 2011, the base annual salary for all P4 bargaining unit employees shall be increased by two and one-half percent (2.5%).

There shall be no lump sum payment or annual increment made for the 09-10 contract year.

The annual increment for the 10-11 and the 11-12 contract years shall be delayed by three months until the pay period following October 1 or April 1 as appropriate.

The lump sum payment shall be paid on the paycheck dates when increments are paid in accordance with the above schedule. An overall service rating of unsatisfactory (as defined in Article 9 and referenced in Article 19, Section 4 of the P4 contract) may be grounds for denial of this payment.

The Union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases from their otherwise scheduled payment dates.

**DURATION**

The successor agreement to the current P4 contract shall be effective July 1, 2009 to June 30, 2012.

**HOURS OF WORK**

The State and the Union agree that the following language will be incorporated within *Article 16— Hours of Work* of the P4 contract:

"The Employer and the Union, through negotiations, may agree in writing to establish a forty (40) hour workweek. Either party may initiate these negotiations by notice to the other party of its interest in such negotiations. Issues unresolved by negotiations shall not be subject to the grievance or arbitration procedure. Forty (40) hour workweeks shall not be established unilaterally. A forty (40) hour schedule shall not be established with individual employees on a voluntary or compulsory basis without the agreement of the Union, as outlined above.

The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a forty (40) hour workweek, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Director of Labor Relations and the Executive Director of the Union.

The parties may negotiate over any other schedule in excess of a thirty-five (35) hour workweek. Such negotiations will be governed by the procedure outlined above."

**DOT — BUREAU OF POLICY AND PLANNING**

The State and the Union agree that the Department of Transportation (DOT) shall offer full-time DOT employees within P4 classifications within the DOT's Bureau of Policy and Planning a one-time opportunity to volunteer for an increased workweek from thirty-five hours per week to forty hours per week. Employees so electing will have their workweeks increased from thirty-five hours to forty hours effective June 19, 2009. In soliciting volunteers, the DOT will use a form and format similar to that used in implementation of the October, 2008 agreement between the State and the Union regarding certain P4 positions within the DOT.

**ALTERNATIVE WORK SCHEDULES FOR EMPLOYEES WITHIN THE DOT WHO ELECTED AN INCREASED WORKWEEK TO 40 HOURS**

The State and the Union agree that the DOT will review, on a case-by-case basis, four (4) day workweek requests of employees who elected an increased workweek to 40 hours. There will be no blanket denials. The DOT's decision to grant or deny such requests shall not be grievable

or arbitrable. In consideration of the foregoing, the Union agrees not to file a grievance regarding this issue and the grievance already filed shall be deemed settled hereby. Employees will make a request to their manager for an alternate work schedule. Such requests shall be either granted or denied. The reason for the denial shall be provided in writing. If denied, the employee may request review by a Panel within DOT consisting of one union employee and one member of management.

**INCORPORATION AND DELETION OF VARIOUS MEMORANDA**

The State and the Union agree to review the various memoranda of agreements appearing within the P4 contract and to incorporate as many of those memoranda into the main body of the Agreement as can be mutually agreed upon and/or to delete those memoranda that the parties mutually agree are no longer necessary.

**SENIORITY — ARTICLE 12**

The State and the Union agree to modify Article 12, Section 2 as follows:  
"Seniority shall not be computed until after completion of the initial working test period. Upon successful completion of the working test period, seniority shall be ~~retroactive to the date of last hire~~ retroactively applied to include such service (as described in Section One)."

The State and the Union also agree to delete Article 12, Section 4: ~~Seniority shall be deemed broken by termination of employment caused by resignation, dismissal, retirement or failure to report for five (5) working days without authorization.~~

**INFORMATION TECHNOLOGY - ARTICLE 13, ETC.**

The State and the Union agree to replace in Article 13, Section 4 and in any other relevant sections references to "data processing" with "Information Technology."

**CHRO CLAIMS -ARTICLE 14—GRIEVANCE PROCEDURE**

The State and the Union agree to incorporate language into the P-4 contract to the effect that disputes over unlawful discrimination shall be grievable, but not arbitrable if a complaint is or has been filed with the CHRO arising from the same common nucleus of operative facts.

**DOMESTIC PARTNER**

The State and the Union agree to enter into a Side Letter of Understanding regarding the effect of the State's recognition of same sex marriages on contract provisions within the P4 Agreement such as Article 43 and Article 45, effective November 12, 2009.

**FURLOUGH DAYS**

There shall be mandatory furloughs for all members of the P-4 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 P4 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 P-4 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.

To the extent practicable employees will be allowed to select a voluntary schedule reduction days, subject to the approval of management. In the event that more than one employee requests a particular day that is acceptable to management, the employee(s) with the most seniority shall be allowed to take the requested day.

**Inclement Weather — Department of Public Safety**  
In the event of inclement weather wherein there is a decision by the Governor or his or her designee to either release second shift employees early or have the employees report late, the second shift employees at the Department of Public Safety may call the Human Resource office in order to receive information regarding their status. If the Department determines that this information is more appropriately disseminated by another office within the Department, the Department is free to make such change and will inform the impacted employees.

**Panel regarding Reclassifications**  
The Department of Administrative Services will meet with the union regarding the reclassification appeal process. DAS will develop a more effective process regarding reclassification appeal so that panel hearings will take place and answers issued on a timelier basis.

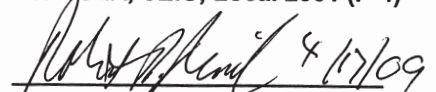
**Construction Inspectors**  
The Department of Administrative Services will report to the Executive Director of CSEA the status of the study of the series of Construction Inspectors as soon as practicable after the execution of this agreement, but no later than May 20, 2009.

**WITHDRAWN PROPOSALS**

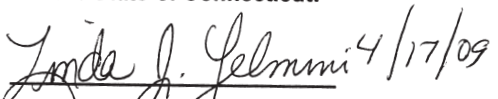
The parties agree that no negative inference can be drawn from the withdrawal of any proposals in these negotiations and that the withdrawals shall not constitute bargaining history of these negotiations.

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

**For CSEA, SEIU, Local 2001 (P-4)**

  
Signature Date 4/17/09

**For the State of Connecticut:**

  
Signature Date 4/17/09