

AGREEMENT BETWEEN  
THE STATE OF CONNECTICUT  
AND  
THE STATE EMPLOYEES BARGAINING AGENT COALITION



STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF LABOR RELATIONS  
STATE PERSONNEL DIVISION  
ONE HARTFORD SQUARE WEST  
HARTFORD, CT 06106

AGREEMENT

BETWEEN

STATE OF CONNECTICUT

AND

NEW ENGLAND HEALTH CARE EMPLOYEES' UNION DISTRICT 1199, SEIU, AFL-CIO

COUNCIL 4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCALS 196, 269, 318, 355, 387, 391, 478, 538, 562, 610, 704, 714, 749, 1303-148, 1303-255, 1303-256, 1303-282 1437, 1565, 2663, 2836

CONNECTICUT STATE FEDERATION OF TEACHERS - AMERICAN FEDERATION OF TEACHERS, AFL-CIO;

UNIVERSITY OF CONNECTICUT PROFESSIONAL EMPLOYEES ASSOCIATION, LOCAL 3695

UNIVERSITY HEALTH PROFESSIONALS, LOCAL 3837

STATE VOCATIONAL FEDERATION OF TEACHERS, LOCAL 4200A

FEDERATION OF TECHNICAL COLLEGE TEACHERS. LOCAL 1942

JUDICIAL PROFESSIONALS, LOCAL 4200B

ADMINISTRATIVE & RESIDUAL EMPLOYEES UNION, LOCAL 4200

AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO

CONNECTICUT STATE UNIVERSITY - AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

THE UNIVERSITY OF CONNECTICUT CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

CONGRESS OF CONNECTICUT COMMUNITY COLLEGES

CONNECTICUT EMPLOYEES UNION INDEPENDENT, LOCAL 511, SEIU, AFL-CIO

CONNECTICUT STATE POLICE UNION

CONNECTICUT STATE EMPLOYEES ASSOCIATION

PROTECTIVE SERVICE EMPLOYEES COALITION, IAFF, LOCAL S-15, IUPA, LOCAL 74, AFL-CIO

## MEMORANDUM OF AGREEMENT

This Agreement is made by and between the State of Connecticut ("State") and the State Employees Bargaining Agent Coalition ("SEBAC"), for the the following purposes:

- (1) to effect changes in the current pension agreement between the parties (as set forth in the Pension Arbitration Award of September 25, 1989);
- (2) to implement an early retirement incentive program;
- (3) to modify health insurance provisions of the current pension agreement and to permit negotiations over other specified items related to health benefits;
- (4) to approve provisions concerning pension and health insurance as they relate to layoffs, furloughs, wage concessions and other aspects of certain agreements made between the State and various State employee unions.

### I. LAYOFFS AND FURLOUGHES

1. May and June Layoffs. An employee who was laid off effective May 30, 1991, and who elected to retire effective June 1, 1991, and an employee who was laid off effective June 13, 1991 and who elected to retire effective July 1, 1991, shall be deemed to have made a direct transition from State employment to retirement status and thus be eligible for life

insurance pursuant to Conn. Gen. Stat. §5-257(d), partial sick leave payment pursuant to Conn. Gen. Stat. §5-247(a), and prorated longevity pay pursuant to Conn. Gen. Stat. §5-213(b). The statutory provisions referenced herein are those of the General Statutes revised to 1991.

2. Furloughs. Credit for furlough days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave section of this Agreement.

## II. PENSIONS

1. Pension Protection. Any employee who retires from State service, under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes any or all of the 1991-92 or 1992-93 contract years for the purpose of calculating his/her final average earnings, shall be entitled to include the wage increases which would have been paid had the provisions of paragraph 1 supra and the related unit agreements not been implemented.

Any employee who would have received an annual increment in 1992-93 had the provisions of paragraph 2, supra, not been implemented, and who retires from State service under the State Employees' Retirement System ("SERS") or the Teachers'

Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes 1992-93 contract year earnings for the purpose of calculating his/her final average earnings, shall be entitled to include the sum of five hundred dollars (\$500.00) (prorated for part-time service) in his/her final average earnings.

In order to provide pension protection for employees covered by the Alternate Retirement Program ("ARP"), if an employee enrolled exclusively in ARP leaves State service during the period from July 1, 1991 through June 30, 1994, and at the time of separation has at least ten (10) years of actual State service, the State shall make the employer contribution to ARP on the wage increases which would have been paid on his/her salary during the 1991-92 and/or 1992-93 contract years, if the provisions of paragraph 1 supra had not been implemented. Implementation of this provision is subject to the approval of TIAA-CREF.

Any employee who benefits from this item shall be required to make the applicable employee contributions on the amount of imputed wage increases for which he/she is receiving the benefit. For example, an employee in Tier I of the SERS shall be required to pay two percent (2%) (five percent if in Plan A) on the increase in his/her final average earnings which results from the application of this section.

2. Reamortization. The accrued past service liability for pensions shall be reamortized, consistent with the following principles:

a. The pension fund's liability for the early retirement program of 1989 shall be reamortized over a period of forty (40) years with payment to commence in the 1994-95 fiscal year.

b. The pension fund's liability for the Early Retirement Incentive Program provided by this Agreement shall be amortized over a period of forty (40) years with payment to commence in the 1994-95 fiscal year.

c. The employer's contribution for past service liability shall be reduced by \$215 million for the 1991-92 fiscal year.

d. From July 1, 1992 forward, the remaining past service liability shall be amortized on the basis of a level dollars payment per year for a period of forty (40) years. The 1992-93 payments to the pension fund shall be based on this reamortization and not the valuation received in November 1991. Said payments may be modified by mutual agreement of the State and SEBAC as provided in paragraph 2 below.

Upon ratification of this Agreement by the General Assembly, the provisions of this section concerning the amortization of past service liability under the State Employee Retirement System shall supersede the provisions of Conn. Gen.

Stat. §5-156a as amended by the Pension Arbitration Award of September 25, 1989 and other prior agreements of the parties, and any other provision of any general statute or public act or special act to the contrary. Upon legislative approval of this Agreement, Conn. Gen. Stat. §5-156a shall be deemed amended in accordance with Appendix A.

3. Upon request of the State, SEBAC agrees to meet and discuss reduction in employer contributions to the pension fund for 1992-93 and/or 1993-94 and reamortization of past service liability related to such reductions. Such discussions shall not be considered "negotiations" and shall not be subject to the impasse resolution processes of Conn. Gen. Stat. §5-276a.

4. There shall be an Early Retirement Incentive Program as provided in Appendix B.

### III. HEALTH INSURANCE

1. Effective immediately, the provision for sharing of managed care or other savings resulting from Health Care Cost containment activities, as provided in Section 9g of the Pension Arbitration Award of September 25, 1989, is eliminated and all savings, including the following, shall accrue to the sole benefit of the State:

- \$28 million - change to ASO contract
- \$12 million - Blue cross Blue Shield rate reduction
- \$ 5 million - Managed Care effects on costs

2. Effective as soon as practicable following the execution of this Agreement, payroll deductions for employee contributions for health insurance premiums shall be deducted from pre-tax wages under a premium conversion plan pursuant to Section 125 of the Internal Revenue Code.

The amount of an employee's salary reduction for purposes of the Section 125 premium conversion plan shall not reduce his/her salary for the purposes of Conn. Gen. Stat. §5-154(h) or §5-192f(c). Additionally, the amount of such reduction shall not affect when such member's salary reaches the Social Security maximum. Any member of the State Employees' Retirement System shall make contributions to the System, if applicable, without regard to the salary reduction, and no member shall make additional contributions under Conn. Gen. Stat. §5-161(a) until the member's salary reaches the Social Security maximum.

3. Effective upon ratification of this Agreement by the General Assembly, Conn. Gen. Stat. §5-259 shall be amended as provided in Appendix C.

4. The State and SEBAC shall pursue establishment of a Preferred Provider Organization in accordance with Appendix D.

#### IV. WORKERS' COMPENSATION

1. There shall be continued exploration of the application of the managed care program and large case

management principles to workers' compensation medical treatment providers.

2. The State and SEBAC shall jointly pursue the establishment of a preferred provider network for provision of medical treatment to employees who are eligible for workers' compensation, as provided in Public Act 91-339.

#### V. VOLUNTARY LEAVES AND SCHEDULE MODIFICATIONS

The provisions of the Voluntary Leave and Schedule Reduction Program which require modification of the current pension agreement between the State and SEBAC, as well as any provisions of the program concerning health insurance, are hereby ratified by SEBAC. The details of this program are set forth in unit agreements.

#### VI. GENERAL PROVISIONS

1. This Agreement is subject to ratification by SEBAC.
2. This Agreement is subject to ratification by the General Assembly.
3. Except as otherwise provided in this Agreement or an Appendix, disputes over application of the provisions of this Agreement shall be resolved through discussion between the parties.

APPENDIX A

AMORTIZATION OF PAST SERVICE LIABILITY FOR PENSIONS

Section 5-156a. Funding of Retirement System on Actuarial Reserve Basis.

(a) The State Employees' Retirement System shall be funded on an actuarial reserve basis. The Retirement Commission shall, on or before December first, annually certify to the general assembly the amount necessary on the basis of an actuarial determination to gradually establish and subsequently maintain the retirement fund on such determined actuarial reserve basis, and make such other recommendations with regard to such fund and its administration as the commission deems appropriate. The Retirement Commission shall, at least once every two years, prepare a valuation of the assets and liabilities of the system. On the basis of each such valuation, it shall redetermine the normal rate of contribution and, until it is amortized, the unfunded past service liability. The General Assembly shall review the Commission's recommendations and certification and shall appropriate to the retirement fund the amount certified by the Retirement Commission as necessary provided said certification is in compliance with this section at the time of certification, and the amount so certified shall not be reduced or used for other than the purposes of this section.

(b) The retirement commission shall determine by using the projected unit credit actuarial funding method (1) a normal rate of contribution which the State shall be required to make into the retirement fund in order to meet the actuarial cost of current service and (2) the unfunded past service liability. The State contribution will be the sum of the normal cost and the amount required for a forty-year amortization of unfunded liabilities. The State's contribution to fund past service liability shall be reduced for the 1991-92 fiscal year by \$215 million. The liability incurred as a result of the early retirement program in 1989 shall be reamortized over a period of forty (40) years to commence July 1, 1994 and payment to commence as of such date. The liability to be incurred as a result of the early retirement program in 1991-92 shall be amortized over a period of forty (40) years to commence July 1, 1994 and payment to commence as of such date. Effective for the certification for the fiscal year beginning July 1, 1992, and for each year thereafter, the funding program for the actuarial reserve basis shall consist of the sum of the normal cost and the amount required for a forty (40) year amortization of unfunded liabilities on a level dollar payment per year. The forty (40) year period for such amortization shall commence July 1, 1994. Said State payments shall not be reduced or diverted to any purpose other than the payment into the retirement fund until the past service liability is funded and said fund is determined to be actuarially sound.

(c) Transfer of appropriated amounts from the general fund to the retirement fund shall be made in equal monthly payments during the fiscal year.

(d) No act liberalizing the benefits of the plan shall be enacted by the General Assembly until the Assembly has requested and received from the Retirement Commission a certification of the cost or such change under the actuarial funding basis adopted by Section 5-154 and this Section using full normal cost plus forty year amortization.

APPENDIX B

EARLY RETIREMENT INCENTIVE PROGRAM

There shall be an Early Retirement Incentive Program offered to full time State employees during the 1991-92 fiscal year in addition to the normal retirement program.

A. Eligibility Rules

The following members of the State Employees Retirement System shall be eligible to participate in the program:

1. All State employees who will be at least 52 years of age on or before February 29, 1992, and who declare in writing their intention to participate in the Incentive Program between November 1, 1991, and February 29, 1992; and
2. Who have at least ten (10) years of actual, credited State service in the State Employees Retirement System, which must consist of time worked and may not include purchased service credits or credits transferred from another employer;
3. In the case of hazardous duty employees, a minimum of twenty (20) years of actual, credited State service; and
4. Who were on active status and appeared on the payroll or received Workers' Compensation as of October 1, 1991, except that employees on leave of absence with expected return dates between October 1, 1991, and June 30, 1992, may also participate.

B. Effective Date of Retirement

All retirements under the program shall be effective not later than March 1, 1992, except as provided below.

At the State's option, the effective date of an early retirement may be deferred on a case-by-case basis to not later than July 1, 1992, for instructional faculty members in any of the constituent units of higher education or the vocational-technical school system or like educational settings designated by the State. In such cases, the extended service shall be credited.

In the event that the General Assembly fails to approve this Program, any employee who has retired hereunder on or after January 1, 1992 shall be entitled to rescind his/her retirement and return to active employment provided he/she does so within thirty (30) days of written notice from the State.

C. Incentive

An individual who is eligible for the Early Retirement Incentive Program shall be permitted to add up to three (3) years to their age or up to three (3) years to their service, or any combination not to exceed three (3) years in total. Service shall be added to the age until it adds to 55. Those members who will have attained age 55 or more on or before February 29, 1992, must use the incentive for service credit only. Incentive years must only be used in whole units of one month.

D. Restrictions

For purposes of this plan, a full time employee is one who works 35 or more hours per week. Those on voluntary leave pursuant to this Agreement shall be held harmless from this definition if they worked 35 hours or more prior to arranging the voluntary leave. Actual age shall be used in calculation of all related benefits such as Plan B reductions, Group Life Insurance, etc. Actual paid wages, not projected wages, unless stated to the contrary elsewhere in this Agreement, shall be used in all benefit calculations. Accrued vacation days at retirement must be credited as increased service time. Disability retirement is excluded from consideration in this Incentive Program.

E. Payment for Unused Sick and Vacation Days

Any employee participating in the Incentive Program shall be eligible for payment of sick and vacation leave in accordance with existing rules modified as follows: Payment for such unused sick and vacation days shall be made in installments of one-quarter of the value owed pursuant to the statute and contract on or about -- November 1, 1992; May 1, 1993; November 1, 1993; and April 1, 1994. The State, as its option, may make the payment in one installment (11/1/92 or earlier) if the payment due is less than \$2,000.00

F. Reduction of Labor Force

The parties to this Agreement recognize the purpose of the Early Retirement Incentive Program is to reduce the number of active State employees and effect payroll savings among the agencies of State government. Consequently, in part consideration for the Early retirement Incentive Program, SEBAC and all of the individual unions which are parties to this Agreement shall cooperate with the State to minimize the cost of replacements for employees who retire and to ameliorate any disruption in staffing caused by the Early Retirement Program as follows:

1. If the employer decides to transfer or reassign an employee(s) in lieu of replacing an employee(s), such transfer or reassignment within a reasonable commuting distance shall be effected in accordance with the applicable collective bargaining agreement.

In the event that a cross-bargaining unit transfer is required, and the collective bargaining agreement does not include a procedure for such, the State and the appropriate unions shall cooperate in determining the procedure to be followed.

The parties agree that discussions concerning cross-bargaining unit transfers shall commence no later than January 17, 1992. If, after thirty (30) days, the parties have not reached agreement, any

unresolved issues may be submitted by either party to binding interest arbitration before a mutually agreeable arbitrator. The designated arbitrator shall hear and decide the unresolved issues consistent with the last best offer procedure under the State Employee Relations Act. The arbitrator's decision shall be rendered not later than April 1, 1992. The arbitrator shall consider such general principles as selection by seniority; reasonable commuting distance; change of shifts; shift differential and other related aspects.

No cross-bargaining unit transfer shall be effected until the award has been rendered.

If there is a cross-bargaining unit transfer, the employee shall have the right to be placed on a reemployment list for the classification(s) from which he/she was transferred. In addition, the employee's seniority in a/the former class and bargaining unit shall be retained and bridged upon reemployment thereto.

2. The unions acknowledge that the commitment to a low ratio of replacements to retirees may result in redistribution of duties among the remaining State employees. Job descriptions shall be liberally interpreted to accommodate this need for flexibility.

The unions shall cooperate with the State in any efforts at retraining which are necessary as a consequence of this provision.

G. Training

The parties agree to conduct training for agency and union personnel regarding the Early Retirement Incentive Program, and to cooperate in conducting informational meetings for interested employees.

H. Teachers' Retirement System

A program comparable to the above shall be developed and offered to employees who are enrolled in the Teachers' Retirement System rather than the State Employees' Retirement System.

Note: See attached statutory language to be used for purposes of implementing the above agreement.

Section 5-163c. Early Retirement Incentive Program.

(a) (1) Notwithstanding any provisions of this chapter and subsection (f) of section 5-278, any member of the State employees retirement system who is a permanent full-time State employee shall be eligible for the early retirement incentive program described herein provided:

(A) he retires on an early, normal, or hazardous duty retirement on either November 1, 1991, December 1, 1991, January 1, 1992, February 1, 1992, or March 1, 1992 following his submission of a retirement application to the retirement commission; and

(B) he has completed at least ten years of actual State service for retirement purposes prior to the effective date of his retirement, exclusive of the incentive credit described in subsection (b) of this section, and has attained age fifty-two on or before the effective date of his retirement; or

(C) he has completed twenty years of hazardous duty service credit prior to the effective date of his retirement, exclusive of the incentive credit described in subsection (b) of this section, at any age.

(2) The effective date of retirement may be deferred by the State to no later than July 1, 1992 for instructional faculty members in any of the constituent educational settings. In

such event the period of deferral shall be creditable in accordance with the provisions of this chapter.

(3) For purposes of this early retirement incentive program, a full-time employee is one who works thirty-five or more hours per week. Those participating in the 1991-93 voluntary leave or schedule reduction program shall be held harmless from this definition if they worked thirty-five hours or more per week prior to arranging voluntary leave or schedule reduction.

(4) In no event shall this Early Retirement Incentive Program be available to:

(A) applicants for disability retirement;

(B) members whose State service terminated earlier than the working day immediately preceding the effective date of retirement except those members, otherwise eligible hereunder, who were laid off from State service and retired on November 1 or December 1, 1991; or

(C) members who are state-aided institution employees as defined by Section 5-175, operators of a vending stands covered by Section 5-175a, teachers at E.O. Smith School, elected officials, or employees of the United States Purchasing and Finance Office.

(b)(1) A member who meets the eligibility requirements herein shall have three incentive years added to his service credit for retirement purposes except if the applicant on the effective date of either early or normal retirement has not attained age fifty-five, the portion of the three years necessary to attain age fifty-five will be added to such member's age with the remainder applied to his service credit.

(2) The additional service credit shall be considered actual full-time State service for all purposes under this chapter, except for the calculation of the salary used to compute the retirement benefit.

(3) Any augmentation of the member's age by incentive years shall be used exclusively for eligibility purposes and the calculation of the straight life annuity income, as described in Sections 5-165(a)(4) and 5-192g(a)(4). The actual age of the member shall be used for all other purposes including but not limited to optional payment form factors, and the timing of the plan B adjustment to retirement income.

(c)(1) Any member who retires under the provisions of this early retirement incentive program shall be eligible for payment of sick and vacation leave in accordance with the existing rules modified as follows: Payment for such unused

sick and vacation days shall be made in installments of one-quarter of the value owed pursuant to the C.G.S. Sections 5-247 and 5-252 and applicable collective bargaining contract on or about November 1, 1992; May 1, 1993; November 1, 1993; and April 1, 1994. In the event the member dies prior to receipt of all of the installment payments hereunder shall be made in accordance with the remaining installments to the death benefit beneficiary designated by said employee on form C-931. The State, at its option, may make the payment in one installment (11/1/92 or earlier) if the payment due is less than two thousand dollars (\$2,000.00).

(2) Any reduction or deferral in payment of accrued vacation leave to a member retiring under the provision of this early retirement incentive program shall be disregarded for retirement purposes, and the member's retirement benefit calculated on the basis of the number of accrued vacation leave days on record the work day preceding the effective date of retirement.

(d) If a retiree who participates in the early retirement incentive program reenters State service, the incentive years will be excluded from his credit upon his subsequent retirement.

APPENDIX C

HEALTH INSURANCE

Sec. 5-259. Hospitalization and medical and surgical insurance plan. Eligibility. (a) The comptroller, with the approval of the attorney general and of the insurance commissioner, shall [arrange and procure] ESTABLISH a group hospitalization and medical and surgical insurance plan or plans for (1) State employees, (2) members of the general assembly who elect coverage under such plan or plans, (3) participants in an alternate retirement program AND STATE EMPLOYED MEMBERS OF THE TEACHER RETIREMENT SYSTEM who meet the service requirements of section 5-162 or subsection (1) of section 5-166, and (4) anyone receiving benefits from any state-sponsored retirement system, except the teachers' retirement system, the municipal employees retirement system, the general assembly pension system and the probate judges and employees retirement system. EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL ANY PERSON EXCEPT THOSE VESTED ON OR BEFORE JUNE 30, 1992 RECEIVING BENEFITS FROM ANY STATE-SPONSORED RETIREMENT SYSTEM BE ELIGIBLE WHO WAS NOT COVERED BY SUCH INSURANCE WHILE A STATE EMPLOYEE. ADDITIONALLY, NO CONTINGENT ANNUITANT RECEIVING BENEFITS FROM ANY STATE-SPONSORED RETIREMENT SYSTEM SHALL BE ELIGIBLE UNLESS HE OR SHE WAS A DEPENDENT OR COHABITED WITH THE STATE EMPLOYEE AT THE TIME OF HIS/HER DEATH. The minimum benefits to be provided by such plan or plans shall be

substantially equal in value to the benefit which each employee or member of the general assembly could secure in such plan or plans on an individual basis on the preceding first day of July. SUCH PLAN OR PLANS MAY BE ESTABLISHED AS A SELF-INSURED PLAN OR PLANS ADMINISTERED BY THE COMPTROLLER OR A THIRD PARTY ADMINISTRATOR OR MAY BE ARRANGED AND PROCURED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN THIS STATE PURSUANT TO SECTION 38-20. THE COMPTROLLER IS AUTHORIZED TO ENTER INTO CONTRACTS IN ACCORDANCE WITH ESTABLISHED PROCEDURES TO CARRY OUT THE PURPOSE OF THIS SUBSECTION, AND HE SHALL DEPOSIT ANY FUNDS OR MONEYS BELONGING TO THE STATE UNDER ANY SUCH SELF-INSURED PLAN IN A QUALIFIED PUBLIC DEPOSITORY. NOTWITHSTANDING THE PROVISIONS OF SECTION 19a-166, THE STATE MAY NEGOTIATE WITH ANY HOSPITAL FOR A DISCOUNT. The State shall pay for each employee and each member of the general assembly covered by such plan or plans the portion of the premium charged for his individual coverage and seventy percent of the additional cost of his form of coverage and such amount shall be credited to the total premiums owed by such employee or member of the general assembly for the form of his coverage under such plan or plans. On or after January 1, 1989, the State shall pay for anyone receiving benefits from any such state-sponsored retirement system AS PROVIDED ABOVE one hundred percent of the portion of the premium charged for his individual coverage and one hundred percent of any additional

cost for his form of coverage. The balance of any premiums payable by an individual employee or by a member of the general assembly for his form of coverage shall be deducted from the payroll by the State Comptroller. The total premiums payable shall be remitted by the comptroller to the insurance company or companies or nonprofit organization or organizations providing the coverage, OR, IN THE CASE OF ANY SELF-INSURED PLAN ADMINISTERED BY A THIRD PARTY ADMINISTRATOR, TO SUCH ADMINISTRATOR PURSUANT TO THE CONTRACT ENGAGING SUCH ADMINISTRATOR. The amount of the State's contribution per employee for a health maintenance organization option shall be equal, in terms of dollars and cents, to the largest amount of the contribution per employee paid for any other option which is available to all eligible State employees included in the health benefits plan, but shall not be required to exceed the amount of the health maintenance organization premium.

Section (b) and (c) no change.

(d) delete

APPENDIX D

IMPLEMENTATION OF PREFERRED PROVIDER ORGANIZATION  
AND HEALTH INSURANCE COST REDUCTION

The parties agree to vigorously pursue the establishment of a state-wide PPO for all State employees and retirees. It is understood that effective implementation of such will require certain plan design changes, which may include but shall not necessarily be limited to different benefit levels for those who do not use providers in the PPO network. Discussion and implementation of the PPO shall take place through the Health Care Cost Containment Committee, with implementation targeted for July 1, 1992 but not later than January 1, 1993.

If the PPO has not reduced health/medical benefit costs to the employer, after one year of implementation, then the State may request negotiations over other means to control costs. Proposals in negotiations may include plan design changes, employee co-payments or other methods of controlling and/or reducing costs. If there is no agreement 90 days after the request for negotiations has been made, this issue may be submitted to interest arbitration under the pension agreement. Changes to the plan other than those connected with implementation of the PPO, whether effected through negotiation or arbitration, shall not apply to any employee retired prior to the effective date of the change(s).

ADDENDUM TO

EARLY RETIREMENT INCENTIVE PROGRAM

Developed for state employees who are enrolled in the Teachers' Retirement System.

A. Eligibility Rules

The following members of the State Teachers' Retirement System shall be eligible to participate in the program:

1. All full-time state employees who will be at least 52 years of age on or before February 29, 1992, and who declare in writing their intention to participate in the Incentive Program between November 1, 1991 and February 29, 1992; and
2. Who have sufficient actual, credited service, but no fewer than 10 years in the Teachers' Retirement System so that with the addition of 3 years of age or credited service they qualify for immediate normal, early or proratable retirement. Such credited service must consist of time worked and may not include purchased service credits; and
3. Who were on active status and appeared on the payroll or received Workers' Compensation as of October 1, 1991, except that employees on leave of absence with expected return dates between October 1, 1991 and June 30, 1992, may also participate.

B. Effective Date of Retirement

All retirements under the program shall be effective not later than March 1, 1992, except as provided below.

At the state's option, the effective date of an early retirement may be deferred on a case-by-case basis to not later than July 1, 1992, for instructional faculty members and members of the professional staff employed by the state department of education, the constituent units of higher education or the vocational-technical school system or like educational settings designated by the state. In such cases, the extended service shall be credited.

In the event that the General Assembly fails to approve this Program, any employee who has retired hereunder on or after January 1, 1992 shall be entitled to rescind his/her retirement and return to active employment provided he/she does so within thirty (30) days of written notice from the State.

C. Incentive

An individual who is eligible for the Early Retirement Incentive Program shall be permitted to add up to three (3) years to their age or up to three (3) years to their service, or any combination not to exceed three (3) years in total.

Years shall be added to the age until it adds to 55. Those members who will have attained age 55 or more on or before February 29, 1992, must use the incentive for service credit only. Incentive years must only be used in whole units of one month.

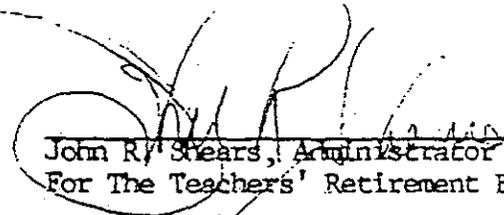
D.1. Restrictions

Actual age shall be used in the calculation of all related benefits such as Plan C or D reductions, purchase of additional credited service and supplementary annuities, group life insurance, etc. Actual paid wages, not projected wages, unless stated to the contrary elsewhere in this agreement, shall be used in all benefit calculations. Disability retirement is excluded from consideration in this incentive program.

D.2. If a member elects to purchase any additional credited service (e.g., military, out-of state teaching etc.) in accordance with Conn. Gen. Stat. 10-183e, such service must be purchased prior to the application of the incentive years of age/service. If the member elects not to purchase additional credited service, the right to purchase such service shall be forfeited.

E. Payment for Unused Sick and Vacation Days

Any employee participating in the Incentive Program shall be eligible for payment of sick and vacation leave in accordance with existing rules modified as follows: Payment for such unused sick and vacation days shall be made in installments of one-quarter of the value owed pursuant to the statute and contract on or about November 1, 1992, May 1, 1993, November 1, 1993, and April 1, 1994. The State at its option, may make payment in one installment (11/1/92 or earlier), if the payment due is less than \$2,000.

  
John R. Stears, Administrator  
For The Teachers' Retirement Board

January 27, 1992

(NEW) Section 10-183nn. Early Retirement Incentive Program.

(1) Notwithstanding any provision of this chapter and subsection (f) of section 5-278 and subsection (b) of section 10-153d to the contrary, any full-time state employee who is a member of the Teachers' Retirement System shall be eligible for the early retirement incentive program under the following conditions:

(A) The employee is an active participating member of the Teachers' Retirement System service, or receiving workers' compensation benefits as of October 1, 1991, or on a formal leave of absence as of October 1, 1991 as described in section 10-183b (15) and is expected to return to state service on or before June 30, 1992 and:

(B) The employee has attained the age of fifty-two (52) on or before February 29, 1992 and has sufficient actual credited service, but no fewer than ten (10) years in the Connecticut Teachers' Retirement System, so that the addition of three (3) years of age or credited service would qualify the member for an immediate normal, early or proratable retirement allowance (actual credited service must consist of time worked and may not include purchased service credits) and:

(C) The employee files a formal application for a retirement allowance to become effective not later than March 1, 1992 except that the effective date of retirement may be deferred on a case-by-case basis to not later than July 1, 1992 for instructional faculty members and members of the professional staff employed by the state department of education, the constituent units of higher education or the vocational-technical school system or like educational settings designated by the state. In such cases, the extended service shall be credited.

(2) An employee who is eligible for the early retirement incentive program shall be permitted to add up to three (3) years to their age or up to three (3) years to their service or any combination not to exceed three (3) years in total. Service shall be added to the age until it adds to fifty-five (55). Any member who has attained the age of fifty-five (55) or more on or before February 29, 1992 shall have the incentive service applied to service credit only. Incentive years must be used in whole units of one month. Such service shall be treated as full-time credited public school teaching service and shall not be considered for purposes of calculating the average annual salary.

(3) Actual age shall be used in the calculation of all related benefits including benefit options provided by section 10-183j and monthly annuity payments provided by section 10-183g (f) and 10-183i.

(4) In no event shall this early retirement incentive program be available to:

(a) a member applying for a disability allowance described in section 10-183aa.

(b) a retired member of the Teachers' Retirement System who is re-employed under the provisions of section 10-183v.

(c) a member whose state service terminated earlier than the working day immediately preceding the effective date of retirement.

- (5) Any additional credited service which the member is eligible to purchase in accordance with section 10-183e must first be purchased prior to the application of the incentive years to be applied to age and or service. If the member elects not to purchase additional credited service, the right to purchase such service will be forfeited.

2835A rev. 1/13/91

SUPERSEDEENCE APPENDIX  
MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF CONNECTICUT  
AND  
STATE EMPLOYEES BARGAINING AGENT COALITION

Statutes Amended:

Conn. Gen. Stat. §5-154 (h)  
Conn. Gen. Stat. §5-156  
Conn. Gen. Stat. §5-156a  
Conn. Gen. Stat. §5-161 (a)  
Conn. Gen. Stat. §5-174  
Conn. Gen. Stat. §5-192f  
Conn. Gen. Stat. §5-192i  
Conn. Gen. Stat. §5-192j  
Conn. Gen. Stat. §5-192u  
Conn. Gen. Stat. §5-196 (l), (q), (x)  
Conn. Gen. Stat. §5-213  
Conn. Gen. Stat. §5-247  
Conn. Gen. Stat. §5-250  
Conn. Gen. Stat. §5-254  
Conn. Gen. Stat. §5-257  
Conn. Gen. Stat. §5-259  
Conn. Gen. Stat. §10-153d  
Conn. Gen. Stat. §10-183e  
Conn. Gen. Stat. §10-183f  
Conn. Gen. Stat. §19a-166 (d) and (e)

Regulations Amended:

Reg. Conn. State Agencies §5-213-1  
Reg. Conn. State Agencies §5-238-1, 2  
Reg. Conn. State Agencies §5-245-1  
Reg. Conn. State Agencies §5-247-2  
Reg. Conn. State Agencies §5-248-2, 3  
Reg. Conn. State Agencies §5-248a  
Reg. Conn. State Agencies §5-250-1, 2, 3, 8  
Reg. Conn. State Agencies §5-254-1, 2

Regulations Amended:

- Reg. Conn. State Agencies §5-213-1
- Reg. Conn. State Agencies §5-238-1, 2
- Reg. Conn. State Agencies §5-245-1
- Reg. Conn. State Agencies §5-247-2
- Reg. Conn. State Agencies §5-248-2, 3
- Reg. Conn. State Agencies §5-248a
- Reg. Conn. State Agencies §5-250-1, 2, 3, 8
- Reg. Conn. State Agencies §5-254-1, 2

IN WITNESS WHEREOF, the parties have executed this Agreement this 3d day of February, 1992.

STATE OF CONNECTICUT

Executive Branch, including:

Department of Administrative Services  
Division of Criminal Justice  
State Board of Education  
Department of Higher Education  
Board of Trustees of Community and Technical Colleges  
Connecticut State University  
University of Connecticut  
State Board for Academic Awards

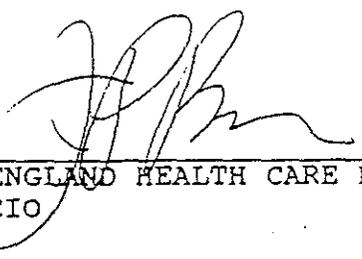
Judicial Department

By *Saranne P. Murray*  
Saranne P. Murray  
Negotiator for the State

*Reginald J. Smith*  
Reginald J. Smith  
Commissioner of Administrative  
Services

STATE EMPLOYEES BARGAINING AGENT COALITION

By See Attached



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NEW ENGLAND HEALTH CARE EMPLOYEES' UNION DISTRICT 1199, SEIU,  
AFL-CIO



*Michael Ferraro Jr.*

COUNCIL 4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

LOCALS 196, 269, 318, 355, 387, 391, 478, 538, 562, 610, 704, 714,  
749, 1303-148, 1303-255, 1303-256, 1303-282, 1437, 1565, 2663, 2836

*[Handwritten signature]*

CONNECTICUT STATE FEDERATION OF TEACHERS - AMERICAN FEDERATION OF  
TEACHERS, AFL-CIO;

*David B. Carpenter*

UNIVERSITY OF CONNECTICUT PROFESSIONAL EMPLOYEES ASSOCIATION, LOCAL  
3695

*Jamie Clarkin*

UNIVERSITY HEALTH PROFESSIONALS, LOCAL 3837

*Ronald Tuberville (MPC)*

STATE VOCATIONAL FEDERATION OF TEACHERS, LOCAL 4200A

*[Handwritten initials]*

FEDERATION OF TECHNICAL COLLEGE TEACHERS. LOCAL 1942

*[Handwritten signature]*

JUDICIAL PROFESSIONALS, LOCAL 4200B

*Patrick J. ...*

ADMINISTRATIVE & RESIDUAL EMPLOYEES UNION, LOCAL 4200

*Alan Finkelstein 2-4-92*  
AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO

*Larry E. Glenn*

CONNECTICUT STATE UNIVERSITY - AMERICAN ASSOCIATION OF UNIVERSITY  
PROFESSORS

*Edward C. Smith 2/4/52*

THE UNIVERSITY OF CONNECTICUT CHAPTER OF THE AMERICAN ASSOCIATION  
OF UNIVERSITY PROFESSORS

*Rich Lopez 2-5-8*

CONGRESS OF CONNECTICUT COMMUNITY COLLEGES

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*John P. ...*

CONNECTICUT EMPLOYEES UNION INDEPENDENT, LOCAL 511, SEIU, AFL-CIO

*Robert Hawley*

CONNECTICUT STATE POLICE UNION

---

*Robert A. Smith*

*2/15/92*

---

CONNECTICUT STATE EMPLOYEES ASSOCIATION

*Kathleen Gonzalez Beal*

PROTECTIVE SERVICE EMPLOYEES COALITION, IAFF, LOCAL S-15, IUPA,  
LOCAL 74, AFL-CIO

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the American Federation of State County and Municipal Employees, Connecticut Council #4, AFL-CIO ("AFSCME"), including each of its member locals which is designated as an exclusive bargaining representative under the State Employee Collective Bargaining Act, Conn. Gen. Stat. §5-270 et seq. ("the Act"), and the State of Connecticut Executive Branch, including those subdivisions thereof which bargain as separate employers under the Act whose units are covered by this Agreement for the following bargaining units:

Administrative Clerical  
(NP-3)  
Corrections (NP-4)  
Social and Human  
Services (P-2)  
Criminal Justice Employees  
Connecticut Prosecutors Unit

Charter Oak College  
Professional Employees -  
Department of Higher  
Education Administrators  
Department of Higher  
Education Professional  
Employees

**I. LAYOFFS**

1. An employee who was laid off effective May 30, 1991, and who elected to retire effective June 1, 1991, and an employee who was laid off effective June 13, 1991 and who elected to retire effective July 1, 1991, shall be deemed to have made a direct transition from State employment to retirement status and thus be eligible for life insurance

pursuant to Conn. Gen. Stat. §5-257(d), partial sick leave payment pursuant to Conn. Gen. Stat. §5-247(a), and prorated longevity pay pursuant to Conn. Gen. Stat. §5-213(b). The statutory provisions referenced herein are those of the General Statutes revised to 1991.

2. There shall be no additional layoffs which result in loss of employment during 1991-92. In the event that programmatic changes require additional position eliminations, every effort shall be made to effect such reductions by attrition. If attrition is insufficient, the State and AFSCME shall cooperate in effecting transfer, reassignment and/or retraining of affected employees. This provision is subject to modification in unit agreements.

3. The above shall not apply to grant or federally funded positions eliminated or reduced due to loss of or reduction in funding, or to appointments with termination or end dates. Nor shall this Agreement prevent giving notices of layoff or nonrenewal during 1991-92 for actions to be effective in subsequent year(s).

4. It is understood that the State reserves the right to substitute other layoffs for the layoff(s) of any employee(s) reinstated as a result of a grievance over said layoff(s).

5. Reinstatement from Layoff

a. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall, upon reinstatement, have restored to him/her the accumulated sick leave balance which was in effect as of the date of layoff.

b. Any employee who is reinstated from layoff in accordance with the provisions of this Agreement shall be eligible to re-enroll in the same level of group life insurance purchased as of the time of layoff, without the waiting period required for new enrollments pursuant to Conn. Gen. Stat.

§5-257.

c. An employee who is reinstated pursuant to the terms of this Agreement and who is a member of the Tier I retirement system shall not be eligible for any refund of contributions based on his/her layoff. Any such employee who accepts the State's offer of re-employment shall rescind any pending request for a refund of retirement contributions. If such refund has already been processed, the employee shall repay the full amount to the State Retirement System.

d. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall have restored to his/her credit any unused personal leave day balance which existed at the time of layoff.

e. Any employee who is reinstated from layoff pursuant to the terms of this Agreement, and who was enrolled in a State group health insurance plan as of the time of his/her layoff shall be reinstated to the same plan effective December 1, 1991. For employees who have dependent coverage under a group health insurance plan, the bi-weekly check dated December 13, 1991 shall include the applicable payroll deductions for dependent coverage contribution for two bi-weekly pay periods.

f. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall have the option to purchase vacation time for which he/she received a lump sum payment at the time of layoff, in accordance with the following:

(1) The employee shall be required to make a written election to purchase vacation, on a form provided by the State. Such election must be made not later than November 20, 1991, and submitted to the employee's agency personnel office.

(2) The agency shall inform the employee of the payment amount required, not later than November 27, 1991. The payment amount required shall be the gross wages paid less deductions for retirement contributions, FICA and income tax withholding. (Adjustments for these items shall be made by the State.)

(3) Payment due must be made by the employee to the agency not later than December 2, 1991.

The State shall cooperate in providing information to the Labor Department for any employee who purchases vacation and seeks an adjustment in his/her unemployment compensation.

g. An employee who is offered reinstatement pursuant to the terms of this Agreement and who declines shall retain his/her reemployment rights under the applicable collective bargaining agreement. The State shall not challenge the receipt of unemployment benefits by an employee who remains on layoff.

## II. WAGES

1. The parties agree that wage increases shall be implemented in accordance with the terms of the individual unit agreements negotiated in connection with this Agreement.

2. Annual increments and lump sum payments, and/or their equivalents, shall not be paid for the contract year 1992-93. After the 1992-93 year, all increments, lump sums and/or equivalent payments shall be resumed on their normally scheduled dates.

3. Other contractually described payments and allowances, such as but not limited to stipends, shift premiums, reimbursements and meal allowances shall continue in 1991-92 and thereafter, at the rates reflected in the appropriate individual collective bargaining agreement(s).

In the absence of identified contractual premium/payment increases, the funding level of the benefit shall continue for the length of the contract or extension, at the negotiated rate currently in effect.

4. Pension Protection. Any employee who retires from State service, under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes any or all of the 1991-92 or 1992-93 contract years for the purpose of calculating his/her final average earnings, shall be entitled

to include the wage increases which would have been paid had the provisions of paragraph 1 supra and the related unit agreements not been implemented.

Any employee who would have received an annual increment in 1992-93 had the provisions of paragraph 2, supra, not been implemented, and who retires from State service under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes 1992-93 contract year earnings for the purpose of calculating his/her final average earnings, shall be entitled to include the sum of five hundred dollars (\$500.00) (prorated for part-time service) in his/her final average earnings.

In order to provide pension protection for employees covered by the Alternate Retirement Program ("ARP"), if an employee enrolled exclusively in ARP leaves State service during the period from July 1, 1991 through June 30, 1994, and at the time of separation has at least ten (10) years of actual State service, the State shall make the employer contribution to ARP on the wage increases which would have been paid on his/her salary during the 1991-92 and/or 1992-93 contract years, if the provisions of paragraph 1 supra had not been implemented. Implementation of this provision is subject to the approval of TIAA-CREF.

Any employee who benefits from this item 4 shall be required to make the applicable employee contributions on the amount of imputed wage increases for which he/she is receiving the benefit. For example, an employee in Tier I of the SERS shall be required to pay two percent (2%) (five percent if in Plan A) on the increase in his/her final average earnings which results from the application of this section.

5. Objective Job Evaluation. The provisions of this section shall not affect implementation of objective job evaluation studies according to existing contracts.

### III. VOLUNTARY LEAVES AND SCHEDULE MODIFICATIONS

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours or a leave of absence shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency, and the grant or denial thereof shall not be the subject of or the basis for a collateral attack or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached or leaves granted hereunder.

4. Unpaid leave or reduced hours shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of the parties to agree to this provision as a part of the overall settlement shall be without prejudice, and shall have no value as precedent.

7. This provision, as well as any leaves and schedule modifications granted pursuant to this provision, shall sunset no later than September 1, 1992, unless the appropriate parties mutually agree to the continuation thereof.

8. Further provisions pertaining to this program are detailed in Appendix A attached hereto.

#### IV. UNIT AGREEMENTS

1. The Executive and Judicial Branch employers and the collective bargaining representatives with whom they bargain have reached tentative agreements to extend collective bargaining agreements and implement wage changes in accordance with individual unit agreements attached hereto as Appendix C.

2. Furloughs. In the event that any unit agreement provides for furlough days, credit for such days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave section of this Agreement.

3. The General Provisions attached here to as Appendix B are applicable to the Administrative Clerical, Social and Human Services and Corrections bargaining units.

#### V. GENERAL PROVISIONS

1. Those provisions of this Agreement which modify the Pension Agreement between the State and the State Employees Bargaining Agent Coalition ("SEBAC") are subject to ratification by SEBAC.

2. Those provisions of this Agreement which modify and/or extend individual unit collective bargaining agreements are subject to ratification by each of the bargaining units in accordance with applicable rules and procedures of the exclusive bargaining representative.

3. Any individual bargaining unit which fails to ratify this Agreement shall not be entitled to the benefits and protections of this Agreement.

4. Those provisions of this Agreement which modify and/or extend individual unit collective bargaining agreements that are within the jurisdiction of the state board of

education or a constituent unit of higher education are subject to ratification by the boards which are designated as separate employers under the Act.

5. This Agreement is subject to ratification by the General Assembly.

AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES,  
CONNECTICUT COUNCIL #4, AFL-CIO

STATE OF CONNECTICUT  
EXECUTIVE BRANCH

*Linda J. Armstrong, Pres 355*  
*Salvatore Fusco, Pres 2663*  
*Sally J. Ross, 17 no. 318*

BY

BY

*Saranne J. Murray*

*J. Buckley, Pres. 1565*

*Jane Auley, Pres 616*

*Cecil Demme, Pres 1704*

*Glenn F. Tressell, Pres 562*

*Robert L. Church, Pres 387*

*Dorcas Andruska, Pres 282*

*Stanley B. Williams, Pres 714*

*Abigail Gilmore, n.f. L-538*

*Fred Lawrence, Jr. Pres 1437*

*Charles Massey, Jr. Pres 269*

*James Felice, Jr. Pres 1303-255*

*John Segreti, Jr. Pres 1323-256*

*James Dolan, Pres 371*

## APPENDIX A

### VOLUNTARY LEAVE AND SCHEDULE REDUCTION PROGRAM

#### A. General Provisions

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week, or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours, or a leave of absence, shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency and the grant or denial thereof shall not be the subject of, or the basis for, a collateral attack, or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached, or leaves granted, hereunder.

4. Unpaid leave, or reduced hours, shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits. Any reduction in hours, or leave of absence, pursuant to this program shall not affect the bargaining unit status of the employee participating in the program.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of other parties to agree to this provision as a part of the overall settlement shall be without prejudice and shall have no value as precedent.

7. This Agreement, as well as any leaves and schedule modifications granted pursuant to this Agreement, shall take effect as soon as practicable following legislative approval and shall sunset no later than September 1, 1992, unless the exclusive bargaining representatives and the State mutually agree to the continuation thereof. This agreement shall be construed to have retroactive effect if necessary to cover any leaves granted prior to legislative approval and which began on or after June 1, 1991.

B. Specific Provisions

1. Plan Options

i. Leave of Absence Without Pay - duration between one and twenty-four weeks. Employee shall return to same or similar position upon expiration of the leave.

ii. Sporadic Days Off - pre-scheduled days off of less than one week at a time.

iii. Work Schedule Reductions

Examples: (Based on 35 hr. work week)

- 4 day work week (20% reduction)

- 4 7 1/2-hr. days/wk. (14.3% reduction)
- 4 8-hr. days/wk. (8.6% reduction)
- 9 days/pay period. (10% reduction)
- half-time (e.g. mornings/afternoons) (50% reduction)

iv. Education Leave - days off without pay to participate in educational programs with availability of tuition reimbursement assistance as provided for in collective bargaining agreements.

v. Other - any other mutually agreeable plan which reduces State payroll costs. THE EMPLOYEE'S UNION REPRESENTATIVE (IF APPLICABLE) MUST APPROVE ANY REQUESTS UNDER THIS OPTION.

2. Modifications to Approved Applications - In the event of a financial emergency, an employee who participates in the program shall return to his/her regular work schedule as soon as practicable.

C. Provisions Which May Conflict With Collective Bargaining Agreements

The parties agree that certain benefits should continue to accrue to an employee who participates in this program, notwithstanding contrary provisions which may exist within their collective bargaining agreement. A statement of those benefits is set forth herein:

Effect on Benefits and Status: An employee whose application is approved under this program shall be entitled to benefits as follows:

1. Health and Life Insurance - During the period of any leave of absence, or work schedule reduction, approved in accordance with the agreement, an employee's health and life insurance shall continue on the same basis as prior to the leave of schedule modification. In order to continue these insurance coverages during such leave, the employee shall contribute that portion of the premiums the employee would have been required to contribute had the employee remained an active employee during the leave period.

2. Seniority - An employee shall receive any seniority credit for time lost as a result of a reduced work schedule time or a leave of absence under the agreement. Thus, an employee participation in this program shall receive full seniority credit and will not have seniority prorated.

3. Vacation and Sick Leave Accruals -

i. An employee on a reduced work schedule pursuant to the agreement shall continue to accrue his/her vacation and sick leave at the individual's rate of accrual prior to participation in the program and shall not lose his/her accrual of vacation and sick leave for any month of such schedule modification.

ii. An employee who takes a leave of absence without pay shall continue to accrue sick leave and vacation for up to two months subject to any accrual maximums in the employee's collective bargaining agreement. An employee who takes a leave of absence for more than two months will cease accruing vacation and sick leave after the first two months. In order to be eligible for payment for these accruals, an employee must be reinstated from the leave for at least two months.

4. Holidays - Holiday benefits will be paid in accordance with the employee's collective bargaining agreement based upon the leave of absence, except that those on a reduced work schedule shall receive prorata credit for any holiday falling on a day on which he/she is not scheduled to work as a direct result of this program. In no event shall the number of hours of holiday credit exceed that granted to a full-time employee working a standard work schedule.

Examples:

i. Employee on leave of absence for month of July receives no holiday credit for July 4.

ii. Employee reduces schedule to 4-day work week, Monday - Thursday, receives full pay for holiday on Thursday, July 4, (not to exceed the number of hours in a full-time day).

iii. Employee reduces schedule to 4-day work week, with Thursdays off, receives 80% holiday credit (recorded as earned time) despite the fact that he/she was not scheduled to work Thursdays.

iv. Employee reduces schedule from 35 to 32 hours/week by increasing the daily hours scheduled from 7 to 8; the holiday benefit cannot exceed 7 hours, equivalent to that granted a full-time employee. Therefore:

a) if scheduled to work Thursday - receives 7 hours holiday pay for July 4 holiday and may supplement with 1 hour accrued vacation or receives 31 hours pay.

b) if scheduled off on Thursdays - receives 32/35 holiday credit (recorded as earned time).

NOTE: Some agencies will revert to the standard work schedule during holiday weeks, in the same manner in which they currently revert full-time, 4-day work weeks.

5. Workers' Compensation - Benefits will continue to be determined under Statutes.

6. Longevity - An employee shall be entitled to the full longevity benefit without regard to the leave of absence or reduced work schedule. (Payment to an employee on leave under section B.1.i. shall be paid in accordance with Regulation 5-213-1, if applicable.)

7. Working Test Period - An employee on a promotional working test period will be required to successfully complete the equivalent of a full-time working test period. (Employees on an initial working test period are not eligible for the program.)

8. Overtime - Payment shall continue in accordance with the collective bargaining agreement or regulation (if

applicable). Reduction hours will not be counted as time worked in determining eligibility for overtime payments.

9. Pensions -

i. A member of Tier I who is granted a leave of absence without pay under this program will be entitled to purchase credit for each month of leave at the rate of five (5) percent of his/her salary at the time leave is granted, plus interest at five (5) percent per year.

ii. A member to Tier I who is granted a reduction in work schedule under this program will be entitled to purchase credit for a period equivalent to the reduction for each month of the reduction at the rate of five (5) percent of his/her salary at the time he/she applied for the credit.

iii. Time not worked under this program (under any option) will not count towards vesting service under Tier 1 unless the employee is at least age sixty (60). For employees under Tier II the time will count for both vesting and credited service.

iv. A Tier II member is not required to contribute in order to receive credit for time not worked under this program except that hazardous duty members must make contributions equal to four (4) percent of salary.

10. Miscellaneous Benefits

(a) Where existing collective bargaining agreement(s) provide specific language on qualification for or prorating of

compensation items such as stipends and/or fringe benefits, those contracts shall govern.

(b) In all other disputes involving contractual or statutory benefits or stipends, employees shall be protected from losses which are not specifically described in this Agreement or the written voluntary leave agreements with the Agency that are prepared pursuant to Section A.4. of this Agreement.

(c) In clarification of Section II, subsection 1 of the SEBAC agreement, proration of the five hundred dollar (\$500.00) addition to final average earnings shall only occur for those employees holding part-time positions, not those with reduced schedules pursuant to the voluntary leave agreement between the parties.

## APPENDIX B

### GENERAL PROVISIONS APPLICABLE TO DAS UNITS

#### Transfer and Retraining

When there is a vacancy in a bargaining unit which the State has decided to fill, after compliance with the applicable unit contract provisions and after exhaustion of applicable reemployment provisions:

A. Employees who are targeted for layoff and who have no bumping rights will have the right to transfer to a vacancy in another agency if they are qualified to perform the work of such vacancy. Job descriptions shall be liberally construed for this purpose. Employees shall be considered for such vacancies regardless of bargaining unit affiliation, with preference granted first to employees in the bargaining unit and then to employees in bargaining units represented by the union representing the bargaining unit in which the vacancy exists. Total statewide seniority shall be utilized for the purpose of determining the right to the vacancy, assuming the individuals are equally qualified. If an employee declines a vacancy offered, he/she will not be offered another vacancy. Once a vacancy is offered, the employee must notify the offering Agency within three (3) days of the offer of his/her decision. Such employees will retain their status on the reemployment list(s).

B. In the event there is no employee fully qualified to fill a vacancy, the State shall consider candidates from among employees who are subject to layoff and who would have the ability to perform the work available with a reasonable amount of on-the-job training. Normally, a candidate identified for such training must have the potential to fully qualify for the job and perform at an acceptable level after three (3) months. If the position is subject to merit system requirements, any such candidate who is hired to fill a vacancy shall be appointed on a provisional basis and shall be required to fulfill merit system requirements within the time specified by law or regulation. Time spent in provisional status shall be counted toward the applicable working test period for the classification.

C. The provisions of paragraphs A and B above shall be monitored and enforced by the Commissioner of Administrative Services or his designee. The Commissioner shall promulgate guidelines to be used by all agencies for the purpose of determining eligibility for retraining and the content of or procedures for retraining programs. Any employee who claims that he/she has not been accorded the rights provided by these paragraphs may file an appeal with the Commissioner of

Administrative Services. The Commissioner shall establish forms and procedures for the processing of such appeals. Prior to finalizing the guidelines and appeal procedures, the Commissioner will give the Union an opportunity to review a draft and make recommendations for revision.

An employee who refuses a transfer or retraining offered in accordance with this Agreement shall by that action waive any future transfer rights under this Agreement, but, if laid off, shall retain reemployment rights in accordance with the applicable collective bargaining agreement.

Merit system regulations shall be liberally construed to the extent required for implementation of these provisions.

The State and the appropriate State employee unions in coalition will meet and discuss modification of existing collective bargaining agreements to provide for cross-agency and cross-bargaining unit transfers to vacant positions. Such transfer shall be effected to meet State needs such as, but not limited to: changes in workforce requirements, downsizing, or growth of agencies, departments, institutions or programs; abolition or creation of agencies, departments, institutions or programs. The goal of such modifications shall be to provide

more flexibility for management and more employment opportunities for state employees. These changes shall be discussed directly between the State and the exclusive bargaining representatives of affected units. If the discussions are not completed by May 1, 1992, the matters at issue shall, at the request of either party, be subject to mediation and fact finding. In no event shall any dispute arising from these discussions be subject to binding interest or grievance arbitration unless mutually agreed by the parties.

#### Pools

The State shall identify those areas in which there is a regular and/or recurring need for temporary replacements of employees on leave as well as other temporary or seasonal work for which the State has traditionally relied on the services of temporary employment agencies. In order to meet these needs more economically and efficiently, the State shall establish generic classifications, within the appropriate bargaining unit, to provide the needed services and will recruit employees to fill positions in these classifications from among State employees who have been targeted for layoff and/or are on the reemployment list. For each area of identified need, there will be a pool(s) of such employees established by geographic area. The geographic areas shall be reviewed and established subject to mutual agreement by the appropriate union and the

Commissioner of Administrative Services. For example: If there is a regular and recurring need for temporary clerical/secretarial employees in State offices in the Hartford area, a generic classification(s) for that work and a pool of employees to do the needed work will be established for the Hartford area.

The rate of pay for a pool classification shall be established in accordance with principles of Objective Job Evaluation. Employees who accept employment in a pool will be considered employees of the Department of Administrative Services. Upon completion of the working test period and any other merit system requirements, a pool employee shall have permanent status. An employee who accepts assignment to a pool classification who has previously completed the working test period and/or merit system requirements in a comparable class shall not be required to meet those requirements again. Every effort shall be made to provide continuity of employment for pool employees provided there is work available. An employee who accepts assignment to a pool shall not be removed from any reemployment list(s) for which he/she is otherwise eligible and shall not waive reemployment or transfer rights under the applicable collective bargaining agreement.

In those work and geographic areas where pool employees are available and qualified to perform the needed temporary work, State agencies shall be required to use the pool prior to use of an outside contractor.

APPENDIX B  
UNIT AGREEMENTS

MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

ADMINISTRATIVE CLERICAL (NP-3) BARGAINING UNIT

The State of Connecticut (the "State") and Locals 196, 318, 355, 478, 538, 562, 610 and 704 of Council #4, AFSCME, AFL-CIO (the "Union"), agree as follows:

1. The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 1994. Article 42 of the contract is therefore revised to provide for an expiration date of June 30, 1994.

2. Article 26, Section One of the contract is revised to add the following:

- (e) Effective June 26, 1992, the base annual salary of all employees shall be increased by five percent (5.0%).
- (f) Effective May 14, 1993, the base annual salary of all employees shall be increased by four and one-half percent (4.5%).
- (g) This Agreement shall be reopened for the purpose of negotiating both the amount of any general wage increase and the effective date thereof for the final year of this Agreement (1993-94).

3. Article 26, Section Two of the contract is revised to add the following:

employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice; provided, however, that annual increments will not be paid for the contract year 1992-93.

4. The expiration date of the Sunset Clause of Article 14, Section Ten of the contract between the State and the Union is revised to June 30, 1994.

5. Other provisions of the contract are revised pursuant to the attached.

6. In all other respects, the provisions of the contract which were in effect during 1990-91 shall continue through June 30, 1994. Economic provisions, such as but not limited to tuition funds, conference funds, night shift differential and weekend differential shall continue at the same rates as established for the 1990-91 contract year.

7. This Agreement is subject to approval by the General Assembly.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

STATE OF CONNECTICUT.

*Jinda L. Armstrong, Pres 355*

*Jalily S. Ross, V. Pres. 318*

By *Jane Quinn, Pres. 610*

*Carol Hennock, Pres. 704*

Date

*Glenn T. Tivell, pres 562*

*Allyce Gullone, mt. 6-538*

By *Suzanne P. Yurkey*

Date

*2/3/92*

CLERICAL (NP-3) CONTRACT

ARTICLE 8

Section Three. Superseniority for Stewards.

(a) Layoff. For the purpose of layoff selection, up to two hundred and fifty (250) Union stewards shall have the highest seniority in their respective classification series. (Except that this shall not be inconsistent with Article 14, Order of Layoff.) Superseniority shall only apply to stewards who have permanent status in their respective classifications and have served as stewards for at least ninety (90) days. Restrictions on steward transfer as provided below shall be waived if necessary to comply with this section.

Section Nine (a). The statement "A copy of the request shall be provided to the employing agencies" is added to subsections (1), (2) and (3).

ARTICLE 11A

Section Two. As provided in the current contract, special program funds not expended by June 30, 1991, may be transferred to the tuition reimbursement account at the Union's request. A sentence shall be added to the end of the second paragraph as follows:

Funds not expended in one year may be carried over to the next but not beyond June 30, 1994, or shall be transferred to the tuition reimbursement account at the Union's request.

ARTICLE 13

Section One. (a) Seniority shall be defined as an employee's length of continuous State service, including paid leave and war service, except as provided in Section Three of Article 14. The current practice is incorporated in a new subsection:

(d) For parttime employees, seniority shall be prorated in accordance with the number of hours worked by the employee.

Section Seven. The calculation of years of service for purposes of longevity benefits shall be based on the definition of Seniority in Section One (a). The calculation of years of service for purposes of vacation accrual eligibility shall be based on the definition of seniority in Section One (a), with the inclusion of up to six (6) months of unpaid medical leave and/or nondisability maternity leave and up to one (1) year of layoff as described above. The definition of seniority in this Article shall not affect pension rules.

Except as provided in this Section or in Article 14, the definition of seniority in this Article shall apply in all situations where seniority is a factor.

## CLERICAL (NP-3) CONTRACT

### ARTICLE 14

Section Three. For purposes of layoff selection within a classification within an agency or of other seniority applications under this Article, seniority shall be defined as length of continuous service in bargaining unit classifications including paid leaves and war service. For service performed prior to October 1, 1991, bargaining unit seniority shall be equal to seniority as defined in Article 13, Section One.

For purposes of this Article, "permanent employee" shall be defined as a permanent State employee under Article 1 who has achieved a permanent appointment in a bargaining unit classification.

Bargaining unit seniority shall not be computed until permanent appointment after successful completion of the working test period and/or the trainee period in the bargaining unit whereupon it shall be retroactively applied to include such service.

Credit for seniority prior to a break in continuous bargaining unit service shall be restored to an employee who is reemployed in the bargaining unit within one (1) year of the break.

If the seniority of two or more employees is exactly the same, then classification seniority shall prevail. If classification seniority is exactly the same, priority for layoff and recall shall be determined by a coin toss or drawing lots.

Section Five. Bumping. Within two (2) weeks of the notice specified in Section Four, the employee shall provide written notice of whether he/she elects to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights. Within two (2) business days of notice to a bumpee that an employee has elected to bump him/her, the bumpee shall provide written notice of whether he/she elects to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights.

For purposes of layoff selection and bumping rights, fulltime employees and parttime employees in the same classification working at least twenty (20) hours per week shall be considered as within the same category. To exercise bumping rights, however, the bumpee must assume the work schedule and hours of the employee to be bumped.

A permanent employee may bump any nonpermanent employee in the same class or in a lower class within the same classification series within the same agency. Also, a permanent employee may bump any of the following provided that he/she has more seniority than the employee to be bumped:

## CLERICAL (NP-3) CONTRACT

- (1) the employee at the same work location/facility of the agency with the lowest seniority in the same class
- (2) the employee at the same work location/facility with the lowest seniority in a lower class within the same classification series
- (3) the employee with the lowest seniority in the same class within the same agency
- (4) the employee with the lowest seniority in a lower class within the same classification series within the same agency, provided, however, that this option shall only apply if none of the options (1), (2) or (3) is available.

In the event the bumpee is a permanent employee, he/she will be allowed in lieu of layoff to bump that employee identified in (2) or (3) above, provided that he/she has more bargaining unit seniority than the employee to be bumped. Any bumpee who is a permanent employee may bump any nonpermanent employee in the same classification within the agency. Bumpee(s) will receive as much written notice as possible but not less than ten (10) calendar days. A bumpee not eligible or unwilling to exercise bumping rights as described in this paragraph may exercise reemployment rights as set forth in Section Six herein provided he/she was a permanent employee at the time of layoff.

When an employee bumps into a class with a lower salary range in order to avoid layoff, his/her rate of pay in the lower classification shall be at the closest rate in the lower salary range, but not more than he/she was receiving at the time of bumping.

Section Six. Reemployment. (a) Any permanent employee who is laid off or who bumps into a lower class or or who is placed into a durational position or into a parttime position from a fulltime permanent position in lieu of layoff may request that his/her name be placed on a reemployment list(s).

An employee shall be entitled to specify for placement on the reemployment list for any and all classes in which he/she formerly held permanent status or which are deemed comparable. Employees must designate location preference when placed on these lists. At the time of layoff, the Employer shall provide forms on which the employee shall designate choice of reemployment list(s) and acceptable location(s) The employee will also be provided an opportunity to indicate whether or not temporary or durational positions would be acceptable

## CLERICAL (NP-3) CONTRACT

Three waivers of positions offered from a reemployment list will result in removal from that list. An employee will also automatically be removed from all reemployment lists if appointed to a position in the same salary group held at time of layoff, provided, however, that such removal shall not occur if an employee is appointed to a temporary or durational position or if a previously fulltime employee is appointed to a parttime position. Any employee appointed from the reemployment list to a temporary, durational or part-time position shall have their rights and benefits determined in accordance with Article 22. An employee appointed from a reemployment list to a position in a lower salary group than other classification(s) for which he/she had been placed on the reemployment list for the classifications of higher salary groups, not to exceed to salary group held at the time of layoff.

(b) The names of permanent employees shall be arranged on the reemployment list in order of seniority as defined in Section Three of this Article and shall remain thereon for a period of three (3) years except as provided in (a) above.

Subparagraphs (c) and (d) no change.

Section Eight. The determination of class comparability shall be in the sole discretion of the Director of Personnel and Labor Relations and shall not be grievable or arbitrable. With respect to bumpees, the classification series and the classes assigned to each series shall be in the sole discretion of the Director of Personnel and Labor Relations and shall not be grievable or arbitrable.

### Article 16

Section Three. The following is added to the second paragraph, after the second sentence:

All grievances filed directly to Step III shall include a copy of the disciplinary notice and a copy of the grievance form shall be sent concurrently to the employee's agency designee.

Appendix C. A new section is added:

For purposes of the exercise of bumping rights, the Clerk positions performing cashiering duties in OTB facilities shall be considered as within the same classification series as the classification of Cashier.

CLERICAL (NP-3) CONTRACT

In consideration of the agreement hereunder, employees who were laid off or exercised a bumping option on or after October 1, 1991 shall be reinstated to the position that they held prior to the exercise of any bumping option under the contract. If the employee has been laid off, they will be notified of their reinstatement to be effective November 15, 1991 by certified mail. If an employee does not respond to such notification within two (2) weeks of the date received, such offer of reinstatement shall be deemed waived. Provided, however, the parttime cashiers at OTB will be reinstated to positions within a twenty-five (25) mile radius of their work location at the time of their layoff. If the number of such OTB cashiers who elect to be reinstated or whose layoff notices have been rescinded is thirty-five (35) or less, such employees shall be reinstated to positions at their former work location(s).

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO  
CORRECTIONS (NP-4) BARGAINING UNIT

The State of Connecticut (the "State") and American Federation of State, County and Municipal Employees, AFL-CIO (the "Union"), agree as follows:

1. The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 1994. Article 49 of the contract is therefore revised to provide for an expiration date of June 30, 1994.

2. Article 11, Section One of the contract shall be revised to add the following:

When a layoff becomes necessary, the agency will identify the specific position to be eliminated and notify the incumbent in writing with as much notice as possible, but not less than four (4) weeks. A copy of the written notice shall be sent concurrently to the Union.

3. Article 17, Section One of the contract is revised to add the following:

Effective June 26, 1992, the base annual salary of all employees shall be increased by five percent (5.0%).

Effective May 14, 1993, the base annual salary of all employees shall be increased by four and one-half percent (4.5%).

This Agreement shall be reopened for the purpose of negotiating both the amount of any general wage increase and the effective date thereof for the final year of this Agreement (1993-94).

4. Article 17, Section Two of the contract is revised to read:

Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice provided; however, that annual increments will not be paid for the contract year 1992-93.

5. There shall be a joint committee of union and employer representatives to discuss the work week and work schedules. No work week or work schedule changes shall be made except by mutual agreement. The parties agree that the discussions of the joint committee are not subject to the provisions of the Act.

6. In all other respects, the provisions of the contract which were in effect during 1990-91 shall continue through June 30, 1994. Economic provisions, such as but not limited to meal allowance, special reporting pay, tuition funds, conference funds, night shift differential and weekend differential shall continue at the same rates as established for the 1990-91 contract year.

7. This Agreement is subject to approval by the General Assembly.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

STATE OF CONNECTICUT

BY *[Signature]*  
*James D. R. P. 391*  
Date

BY *[Signature]*  
*2/3/92*  
Date

MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

SOCIAL AND HUMAN SERVICES (P-2) BARGAINING UNIT

The State of Connecticut (the "State") and American Federation of State, County and Municipal Employees, AFL-CIO (the "Union"), agree as follows:

1. The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 1994. Article 49 of the contract is therefore revised to provide for an expiration date of June 30, 1994.

2. Article 31, Section One of the contract is revised to add the following:

Effective June 26, 1992, the base annual salary of all employees shall be increased by five percent (5.0%).

Effective May 14, 1993, the base annual salary of all employees shall be increased by four and one-half percent (4.5%).

This Agreement shall be reopened for the purpose of negotiating both the amount of any general wage increase and the effective date thereof for the final year of this Agreement (1993-94).

3. Article 31, Section Two of the contract is revised to read:

Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice; provided, however, annual increments will not be paid for the contract year 1992-93.

Effective December 24, 1993 and thereafter, all employees who are at the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of two and one-half percent (2.5%) of their annual rate. Lump sum payments will be paid when the annual increment would have applied.

4. Article 21, Section Five of the contract is revised to delete the "SPECIAL LABOR-MANAGEMENT COMMITTEE" and substitute the following:

The funds not extended by the Special Labor-Management Committee provided in the 1988-91 contract (approximately \$35,000) shall be allocated to the tuition reimbursement fund under Article 45 of this Agreement.

5. In all other respects, the provisions of the contract which were in effect during 1990-91 shall continue through June 30, 1994. Economic provisions, such as but not limited to tuition funds, conference funds, night shift differential and weekend differential shall continue at the same rates as established for the 1990-91 contract year.

6. This Agreement is subject to approval by the General Assembly.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

*Salvatore Luciano Pres 2663*  
*Shirley Williamson Sec 714*  
BY *Charles Masand Sec 269*

STATE OF CONNECTICUT

BY *Laraine P. Murray*

*2/7/92*  
Date

*2/3/92*  
Date

SOCIAL SERVICES (P-2) UNIT

ARTICLE 7

Article 7, Section Seven (a). The statement "A copy of the request shall be provided to the employing agencies" is added to the fourth paragraph.

Section Ten. Superseniority for Stewards.

(a) Layoff. Up to two hundred (200) employees who have served as stewards for at least ninety (90) days shall be viewed as having the highest seniority in the their respective classification series within their employing agencies for purposes of layoff.

ARTICLE 12

Section One. Except as provided in Article 13, Section Two, seniority shall be defined as an employee's length of uninterrupted State service and shall include the following: all paid leave, including Worker's Compensation leave, provided that the employee returns to work immediately following the leave; military leave granted in accordance with Section 5-255c or 27-33 of the C.G.S. or with Article 26 of this Agreement and prior war service; unpaid medical leave of absence following exhaustion of sick leave, for up to nine (9) months for any employee who has at least one (1) year of service provided that the employee returns to work immediately following the leave; up to one (1) year of any period of continuous layoff if the employee is reemployed within three (3) years; nondisability maternity or parental leave of up to six (6) months.

Any change in seniority computation resulting from changes in the contract must be initiated by an employee, and shall apply prospectively effective upon the date of contract approval.

ARTICLE 13

Section Two. For purposes of layoff selection within a classification within an agency or of other seniority applications under this Article, seniority shall be defined as length of continuous service in bargaining unit classifications including paid leaves and war service. For service performed prior to October 1, 1991, bargaining unit seniority shall be equal to seniority as defined in Article 12, Section One.

For purposes of this Article, "permanent employee" shall be defined as a permanent State employee under Article 1 who has achieved a permanent appointment in a bargaining unit classification.

Bargaining unit seniority shall not be computed until permanent appointment after successful completion of the working test period and/or the trainee period in the bargaining unit whereupon it shall be retroactively applied to include such service.

Credit for seniority prior to a break in continuous bargaining unit service shall be restored to an employee who is reemployed in the bargaining unit within one (1) year of the break.

SOCIAL SERVICES (P-2) UNIT

Section Four. Bumping. Within two (2) weeks of the notice specified in Section Three, the employee shall provide written notice of whether he/she elects to exercise bumping rights, and, if so, the position he/she has selected. Within two (2) business days of notice to a bumpee that an employee has elected to bump him/her, the bumpee shall provide written notice of whether he/she elects to exercise bumping rights and, if so, the position he/she has selected. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights.

A permanent employee may bump any nonpermanent employee in the same class or in a lower class within the same classification series within the same agency. Also, a permanent employee may bump any of the following provided that he/she has more seniority than the employee to be bumped:

(1) the employee within the same work region of the agency with the lowest seniority in the same class

(2) the employee within the same work region of the agency with the lowest seniority in a lower class within the same classification series

(3) the employee with the lowest seniority in the same class within the same agency

(4) the employee with the lowest seniority in a lower class within the same classification series within the same agency

(5) if (1) through (4) fail to provide a position, a permanent employee slated for layoff can bump into any previously held or comparable position in the P-2 Unit within the same Agency.

In the event the bumpee is a permanent, he/she will be allowed in lieu of layoff to bump that employee identified in (2) or (3) above, provided that he/she has more bargaining unit seniority than the employee to be bumped. Any bumpee who is a permanent employee may bump any nonpermanent employee in the same classification within the agency. Bumpee(s) will receive as much written notice as possible but not less than one (1) week. A bumpee not eligible or unwilling to exercise bumping rights as described in this paragraph may exercise reemployment rights as set forth in Section Five herein provided he/she was a permanent employee at the time of layoff.

When an employee bumps into a class with a lower salary range in order to avoid layoff, his/her rate of pay in the lower classification shall be at the closest rate in the lower salary range but not more than he/she was receiving at the time of bumping.

## SOCIAL SERVICES (P-2) CONTRACT

Section Five (a). Reemployment. Any permanent employee who is laid off or who bumps into a lower class may request that his/her name be placed on his/her agency reemployment list and/or a statewide reemployment list. The agency reemployment list will be given preference.

An employee shall be entitled to specify for placement on the reemployment list(s) for any and all classes in which he/she formerly held permanent status or which are deemed comparable. Employees must designate location preference when placed on these lists and whether or not temporary or durational positions would be acceptable.

Three waivers of positions offered from a reemployment list will result in removal from that list. An employee will also automatically be removed from the reemployment list(s) if appointed to a position in the same salary group held at time of layoff provided, however, that such removal shall not occur if an employee is appointed to a temporary or durational position. Any employee appointed from the reemployment list to a temporary, durational or part-time position shall have their rights and benefits determined in accordance with Article 3. An employee appointed from a reemployment list to a position in a lower salary group than other classification(s) for which he/she had been placed on the reemployment list(s) will remain eligible for certification from the reemployment lists for the classifications of higher salary groups, not to exceed to salary group held at the time of layoff.

(b) The names of permanent employees shall be arranged on the reemployment list(s) in order of seniority as defined in Section Two of this Article and shall remain thereon for a period of three (3) years except as provided in (a) above.

(c) An employee appointed from a reemployment list to a position in his/her former salary group will be appointed at the same step in such group as held when he/she was laid off. An employee appointed to a position in a lower salary group will be appointed at the closest rate of pay to the one held by the employee at the time of layoff, but not higher.

(d) An employee who has been laid off and also is on an agency reemployment list shall have priority in filling vacancies over promotional candidates.

Section Six. The determination of class comparability shall be in the sole discretion of the Director of Personnel and Labor Relations and shall not be grievable or arbitrable. With respect to bumpers, the classification series and the classes assigned to each series shall be in the sole discretion of the Director of Personnel and Labor Relations and shall be grievable or arbitrable.

SOCIAL SERVICES (P-2) CONTRACT

Article 16, Section Four. The following is added as a second paragraph:

All grievances filed directly to Step III shall include a copy of the disciplinary notice and a copy of the grievance form shall be sent concurrently to the employee's agency designee.

## SOCIAL SERVICES (P-2) CONTRACT

In consideration of the agreement hereunder, employees who were laid off or exercised a bumping option on or after October 1, 1991 shall be reinstated to the position that they held prior to the exercise of any bumping option under the contract. If the employee has been laid off, they will be notified of their reinstatement to be effective November 15, 1991 by certified mail. Such employee(s) shall be reinstated no later than the first day of the pay period following their response to the notice of reinstatement. If an employee does not respond to such notification within two (2) weeks of the date received, such offer of reinstatement shall be deemed waived.

MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT  
DIVISION OF CRIMINAL JUSTICE

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

CRIMINAL JUSTICE EMPLOYEES UNIT

The State of Connecticut, Division of Criminal Justice (the "Division") and Local 749 of Council #4, AFSCME, AFL-CIO (the "Union"), agree as follows:

1. The collective bargaining agreement between the Division and the Union which is currently in force is hereby extended to June 30, 1994. Article 35, Section One of the contract is therefore revised to provide for an expiration date of June 30, 1994. Section Two is revised to read as follows:

Negotiations for a successor agreement shall commence in March, 1994. Initial Union proposals for changes in the Agreement shall be submitted on or before the third week of January 1994. The parties may, by mutual agreement, commence negotiations on a different date.

2. The last paragraph of Article 15, Section Three and Article 15, Section Five of the contract are revised to read:

The Employer shall give the Union not less than four (4) weeks notice of layoff and at the Union's request shall meet to discuss alternatives.

The Employer shall give employees not less than four (4) weeks notice of layoffs.

3. Article 17, Section One of the contract is revised to add the following:

- (d) Effective June 12, 1992, the base annual salary of all employees shall be increased by five percent (5.0%).
- (e) Effective May 14, 1993, the base annual salary of all employees shall be increased by four and one-half percent (4.5%).
- (f) This Agreement shall be reopened for the purpose of negotiating both the amount of any general wage increase and the effective date thereof for the final year of this Agreement (1993-94).

4. Article 17, Section Two of the contract is revised to read:

Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice; provided, however, that annual increments will not be paid for the contract year 1992-93.

5. In all other respects, the provisions of the contract which were in effect during 1990-91 shall continue through June 30, 1993. Economic provisions, such as but not limited to tuition funds, conference funds, night shift differential and weekend differential shall continue at the same rates as established for the 1990-91 contract year.

6. Those employees laid off in October of 1991 shall be reinstated to the positions held at the time of layoff, without back pay, effective November 15, 1991, subject to the following:

- (a) This provision assumes two retirements -- one Coordinator of Clerks and one Case Coordinator. These two employees shall be deemed eligible for the early retirement incentive program, even if the window for participation is modified, upon approval of the program by the General Assembly.

(b) All employees in the unit may be required to take up to 1.5 furlough days during the 1991-92 fiscal year. The Division will meet and confer with the Union concerning scheduling of furlough days. If there are retirements or leaves of absence beyond those anticipated at the time of this Agreement, the amount of furlough time shall be reduced accordingly.

7. This Agreement is subject to approval by the General Assembly.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

STATE OF CONNECTICUT  
DIVISION OF CRIMINAL JUSTICE

By Jan Swain, Pres. 729

By Larance P. Murray

2-4-92  
Date

2/3/92  
Date

MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT  
DIVISION OF CRIMINAL JUSTICE

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

CONNECTICUT PROSECUTORS UNIT

The State of Connecticut, Division of Criminal Justice (the "Division") and Local 1437 of Council #4, AFSCME, AFL-CIO (the "Union"), agree as follows:

1. The collective bargaining agreement between the Division and the Union which is currently in force is hereby extended to June 30, 1994. Article 29, Section 1 of the contract is therefore revised to provide for an expiration date of June 30, 1994. Section 2 is revised to read as follows:

Negotiations for a successor agreement shall commence March 18, 1994. Initial Local proposals for changes in the Agreement shall be submitted on or before the first week in February 1994. The parties may, by mutual agreement, commence negotiations on a different date.

2. Article 16, Section One of the contract is revised to add the following:

- (d) Effective June 12, 1992, the base annual salary of all employees shall be increased by five percent (5.0%).
- (e) Effective May 14, 1993, the base annual salary of all employees shall be increased by four and one-half percent (4.5%).
- (f) This Agreement shall be reopened for the purpose of negotiating both the amount of any general

wage increase and the effective date thereof for the final year of this Agreement (1993-94).

3. Article 16, Section Two of the contract is revised to read:

Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice; provided, however, that annual increments will not be paid for the contract year 1992-93.

4. The first paragraph of Article 14, Section 5 of the contract is revised to read:

Notice of Layoffs. The Employer shall give employees not less than four (4) weeks notice of layoffs.

5. In all other respects, the provisions of the contract which were in effect during 1990-91 shall continue through June 30, 1993. Economic provisions, such as but not limited to tuition funds, conference funds, night shift differential and weekend differential shall continue at the same rates as established for the 1990-91 contract year.

6. Those employees laid off in October of 1991 shall be reinstated to the positions held at the time of layoff, without back pay, effective November 15, 1991, subject to the following:

All employees in the unit may be required to take up to 1.5 furlough days during the 1991-92 fiscal year. The Division will meet and confer with the Union concerning scheduling of furlough days. If there are retirements or leaves of absence beyond those anticipated at the time of this Agreement, the amount of furlough time shall be reduced accordingly.

7. This Agreement is subject to approval by the General Assembly.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

STATE OF CONNECTICUT  
DIVISION OF CRIMINAL JUSTICE

By Fred Sweett Jr

By Suzanne P. Murray

2/4/92  
Date

2/3/92  
Date

MEMORANDUM OF AGREEMENT

BETWEEN

BOARD OF GOVERNORS OF THE DEPARTMENT OF HIGHER EDUCATION

AND

LOCAL 1303-255 OF CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO

DEPARTMENT OF HIGHER EDUCATION ADMINISTRATORS

The Board of Governors of the Department of Higher Education (the "Board") and Local 1303-255 of Connecticut Council #4, AFSCME, AFL-CIO (the "Union"), have entered into a collective bargaining agreement covering the period July 1, 1990 through June 30, 1994, as attached hereto.

The effective dates of the wage increases provided by this Agreement are as follows: July 1, 1990; June 6, 1992; May 14, 1993.

This Agreement shall be reopened for the purpose of negotiating both the amount of any general wage increase and the effective date thereof for the final year of this Agreement (1993-94).

LOCAL 1303-255,  
CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO

BOARD OF GOVERNORS OF THE  
DEPARTMENT OF HIGHER EDUCATION

By James Libic 1303-255

By Saranne P. Murray

2/4/92  
Date

2/3/92  
Date

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DEPARTMENT OF HIGHER EDUCATION EMPLOYEES  
LOCAL 1303-255, OF COUNCIL #4  
AFSCME, AFL-CIO

BOARD OF GOVERNORS OF THE  
DEPARTMENT OF HIGHER EDUCATION

**Bold face type** represents language upon which there has been oral agreement between the Chapter and the Board.

*Italic type* represents proposal made by Chapter to which the Board has not agreed.

UPPER CASE represents proposals made by the Board to which the Chapter has not agreed.

ARTICLE 1  
RECOGNITION

1.1 The Board recognizes Local 1303-255, A.F.S.C.M.E. as the exclusive bargaining agent for the administrative positions as certified by the Connecticut State Board of Labor Relations in Case No. SE-12069-Decision No. 2744.

JF  
5/6/91  
JL  
5/6/91

ARTICLE 2  
NON-DISCRIMINATION

2.1 The Board and the Union recognize the right of any member of the bargaining unit to become or refrain from becoming and/or remaining a member of the Union and will not discriminate or in any way interfere with such rights or the exercise of such rights.

JF  
5/6/91  
JL  
5/6/91

ARTICLE 3  
RIGHTS OF THE BOARD OF GOVERNORS

3.1 Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to: establishing standards of performance of its employees; determining the mission of the system and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, and transfer of personnel; determining educational policy and programs; directing employees and determining professional assignments; the discipline and demotion of its employees, the relief from duty of its employees because of layoff or for other non-disciplinary reasons; the establishment of regulations not inconsistent with this agreement; and the taking of all necessary actions to carry out its mission in emergencies.

JF  
5/6/91  
JL  
5/6/91

3.2 The Board or its designee shall have the authority to develop, modify and alter rules and regulations which shall, from time to time, be created and disseminated based on the best interests of the department in carrying out its statutory responsibilities.

JF  
5/6/91  
JL  
5/6/91

ARTICLE 4  
CHAPTER RIGHTS

4.1 Within ninety (90) days after the execution of this Agreement, and in June thereafter, the Board shall provide the Union a list of all employees in the bargaining unit.

JF  
5/6/91  
JL  
5/6/91

4.2 For each regular or special public meeting of the Board, a copy of the agenda will be mailed to the President of the Union at the same time it is mailed to members of the Board.

JF  
5/6/91  
JL  
5/6/91

ARTICLE 5  
UNION SECURITY AND PAYROLL DEDUCTIONS

5.1 Membership. Within thirty (30) calendar days after initial appointment to a position in the bargaining unit, or within thirty (30) calendar days after approval of this Agreement by the General Assembly, whichever is later, each employee shall become a member of the Chapter or shall pay to the Chapter a

JF  
5/6/91  
JL  
5/6/91

service fee, except for temporary employees within ninety (90) calendar days of hire. The Chapter shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken pursuant to this article.

5.2 Deduction of Chapter Dues. Chapter dues shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the Employer a form authorizing said deduction. The amount deducted shall be in an amount certified in writing by Local 1303 as the regular monthly dues. The amount deducted shall be remitted to the Council together with a list of employees and the amount being remitted. Any changes in the amount of Union dues to be deducted shall be effective as soon as practicable. No payroll deduction of Union dues shall be made for any payroll period in which earnings received are insufficient to cover the amount of such deduction.

5.3 Agency Service Fee. Within thirty (30) calendar days after initial appointment to a position in the bargaining unit, or within thirty (30) calendar days after approval of this Agreement by the General Assembly, whichever is later, each employee who is not a member of the Chapter shall pay to the Chapter a service fee, except for temporary employees within ninety (90) calendar days of hire.

#### ARTICLE 6 HOURS OF WORK

6.1 Work Week. For DHE professional employees, hours of work are based upon position responsibility, as determined by the Commissioner. The work week consists of the number of hours of assigned responsibilities prescribed for state employees by statute, which may include evening or weekend work. The parties recognize that from time to time the fulfillment of professional responsibilities may necessitate service to the department in excess of the required state commitment.

#### ARTICLE 7 ADMINISTRATIVE APPOINTMENTS

7.1 The Board shall furnish to each applicant who accepts employment a copy of the current collective bargaining agreement.

#### ARTICLE 8 PERSONNEL RECORDS AND FILES

8.1 The Department of Higher Education shall maintain only one official file for each DHE professional employee in a secure place designated by the Commissioner.

#### ARTICLE 9 DISCIPLINE

9.1 No DHE professional employee shall be disciplined under this Agreement except for just cause.

ARTICLE 10  
GRIEVANCE PROCEDURE

10.1 Definition. A grievance is defined as any difference or dispute arising from the application or interpretation of the terms of this Agreement. All grievances shall be in writing and filed within five (5) working days of the act or omission complained of on a form to be developed by the parties. Such form shall require the specific identification of the section of this Agreement alleged to be violated, the specific relief requested, and an acknowledgment that the grievance has been filed within the appropriate time limit.

10.2 Grievant. The employee organization designated as the exclusive representative shall have the following rights: notice of the grievance; and the right to be present during any meeting at the Commissioner's level or above under the grievance procedure.

10.3 Time Limits. The time limits are of the essence and time limits specified in each step of the grievance procedure may be extended by mutual agreement.

10.4 Informal Resolution. The parties encourage attempts to resolve grievances without resort to the formal procedures outlined below.

10.5 Step 1. Assistant Commissioner (Division Head). The grievance shall be filed with the Assistant Commissioner who supervises the employee who shall meet with the grievant within ten (10) calendar days of such submission. The grievance shall be answered in writing within seven (7) calendar days of such meeting.

10.5.1 Step 2. Commissioner. Within fourteen (14) calendar days after the date of the Assistant Commissioner's answer or the date the answer was due, whichever is earlier, the grievance may be filed with the Commissioner, who will meet with the grievant within ten (10) calendar days after receipt of the grievance. The grievance shall be answered in writing within seven (7) calendar days of such meeting.

10.5.2 Step 3. Board of Governors. Within fourteen (14) calendar days after the date of the Commissioner's answer or the date the answer was due, whichever is earlier, the grievance may be filed with the Board. The Board, or its designee(s), will meet with the grievant within ten (10) calendar days after receipt of the grievance. The grievance shall be answered in writing within seven (7) calendar days of such meeting.

10.5.3 STEP 4. Arbitration (Method). Within ten (10) calendar days after the date of the Board's answer, or the date the answer was due, whichever is earlier, the Union may submit an unresolved grievance, except those related to vacancies, and job postings to arbitration, but no individual employee may submit a grievance to arbitration. Such demand for arbitration shall be filed in writing with a copy to the Commissioner. Timely filing shall be determined by U.S. Post Office mark.

10.5.4 Step 5. Arbitration

If the grievance is not satisfactorily adjusted at Step 4, the grievance may be submitted to binding arbitration by and only by the Union. The arbitration process may be initiated by filing a written request for arbitration to the State Board of Mediation and Arbitration. The parties also agree to utilize the expedited Arbitration process to resolve grievances.

10.6 ARBITRATION (AGENCY). ARBITRATION SHALL BE CONDUCTED BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE RULES AND REGULATIONS OF SUCH AGENCY.

10.6.1 Costs. The expenses for the arbitrator's service and for the hearing shall be shared equally by the parties.

10.6.2 Authority of the Arbitrator. The arbitrator shall have no power to add, subtract from, alter, or modify this agreement and make no award inconsistent with federal or state law or departmental regulations. *JE 5/16  
JHL*

10.6.3 The arbitrator shall render a decision in writing no later than thirty (30) calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties otherwise agree. *JE 5/16  
JHL  
STG*

ARTICLE 11  
COMPENSATION

11.1 Compensation will be in accordance with Exhibit A attached hereto. *JE 5/16  
JHL 5/16*

ARTICLE 12  
INSURANCE AND RETIREMENT PLANS

12.1 The parties hereby incorporate by reference the existing pension agreements entered into by the State of Connecticut and SEBAC on behalf of unit employees as of the effective date of this Agreement. *JE 5/16  
JHL STG*

12.2 Insurance, retirement and disability compensation plans currently in effect will be continued in accordance with state-supported and/or approved plans. *JE 5/16  
JHL  
STG*

ARTICLE 13  
VACATIONS

13.1 Entitlement. DHE Professionals shall be entitled to a total of 22 workdays of vacation each calendar year, accrued at the rate of 1.833 days per calendar month of service. *JE 5/16  
JHL STG*

13.1.2 Upon leaving state service after six (6) months of continuous service, a member shall receive a lump sum payment, based on the daily rate of pay, for accrued, but unused, vacation time. *JE 5/16  
JHL*

13.2 Conditions

13.2.1 Vacation days taken by an employee shall be subject to prior approval of the immediate supervisor. *JE 5/16  
JHL  
STG*

13.2.2 Said employees shall take a minimum of ten (10) days vacation each year. Up to ten (10) vacation days per year may be carried over into the next calendar year. Under no circumstances may vacation be accumulated at any time to a total of more than sixty (60) calendar days. Unused vacation days in excess of such maximum accumulation shall be forfeited.

#### ARTICLE 14 HOLIDAYS

14.1 DHE professionals shall be granted time off with pay for the following holidays if these holidays fall within their work year:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

14.2 If a holiday falls on a Saturday or Sunday, it shall be considered celebrated on the day granted by the state in lieu thereof, if one is so granted.

#### ARTICLE 15 SICK LEAVE

15.1 Accrual All full-time members shall accrue sick leave with pay at the rate of one and one-quarter (1-1/4) working days per completed calendar month of continuous full-time service commencing with the date of initial employment. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month.

15.2 Conditions. Earned sick leave is granted to members for the following reasons; (1) incapacitation for duty; (2) dental or medical examinations or treatments for which arrangements cannot be made outside of working hours; (3) when presence at work will expose others to contagious disease; (4) in the event of death in the immediate family, when as much as three (3) working days' leave with pay shall be granted. Immediate family means husband, wife, father, mother, sister, brother, child or any other relative who is domiciled in the member's household; (5) if critical illness or severe injury in the immediate family creates an emergency which requires the attendance or aid of the employee, then up to three (3) working days' leave per calendar year shall be granted; (6) as much as three (3) working days' leave per calendar year shall be granted to fulfill the obligation of traveling to, attending, and returning, from funerals of persons other than members of the immediate family, if granted by the Division Head.

15.3 A medical certificate may be required to substantiate a request of sick leave for the following:

1. any period of absence consisting of more than five consecutive working days;
2. to support request for sick leave of any duration during annual vacation;

3. leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;
4. leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

ARTICLE 16  
PERSONAL LEAVE

16.1 Three (3) days of personal leave with pay in full days in each calendar year shall be granted to each employee. To be eligible for personal leave, members must have completed six (6) months of continuous full-time employment with the Board. Except in emergency situations, members who desire such leave shall request it from their immediate supervisor at least forty-eight (48) hours in advance. Personal leave not taken in a calendar year shall not be accumulated.

ARTICLE 17  
PROFESSIONAL GROWTH

17.1 Participation, with prior approval, in professional activities such as conferences or seminars shall be encouraged, consistent with agency obligations and financial limitations.

17.2 For such approved attendance, employees shall be reimbursed for mileage, meal, and lodging expenses in accordance with Standard State Travel Regulations, unless other arrangements are agreed upon between the staff member and the Commissioner.

ARTICLE 18  
RETRENCHMENT

18.1 Seniority. Seniority shall be defined as the continuous length of employment with the Department of Higher Education.

18.2 Insofar as possible under the circumstances, as determined by the Commissioner, the parties shall permit the process of attrition to effectuate the required reduction in staff.

18.3 Reassignment. If a reduction in staff is determined by the Commissioner to be appropriate, the Commissioner will make reasonable efforts to reassign the affected employee to another position within the agency unless restricted by law or contract.

18.4 Layoffs. When attrition and reassignment are insufficient or inapplicable methods of effectuating the required reduction in staff, bargaining unit members shall be laid off in accordance with the best interest of the Department and statutory mandates as determined by the Commissioner, following consultation with the Chapter. When in the judgment of the Commissioner, employees considered for layoff possess substantially similar skills and ability, then the most senior employee shall be retained.

18.5 Employees affected should be informed of layoff as soon as practicable and in no event with less than four (4) weeks notice.

*Apr  
7.1.7*

18.6 In the event that the Department of Higher Education is merged into or with any other state agency during the life of this Agreement, the Department encourages and supports the successor employer in recognizing that this bargaining unit remain distinct and that the contract remain in effect.

JF 5/6/9  
L  
7/6/9

18.4 Recall.

18.4.1 Employee shall remain on a recall list for one calendar year from the date of layoff.

JF 5/6/9  
L  
7/6/9

18.4.2 Filling of vacancies shall be based the Board's statutory mandates and the best interests of the Department as determined by the Commissioner. Nothing herein contained shall require the recall of a laid-off employee if a more skilled or qualified candidate applies from outside of the Department.

JF 5/6/9  
L  
7/6/9

ARTICLE 19  
VACANCIES AND JOB POSTING

19.1 Job Postings. As vacancies occur in the bargaining unit they shall be posted for a period of at least seven (7) calendar days, except when the best interest of the Department requires otherwise.

JF 5/6/9  
L  
7/6/9

19.2 Vacancies. When a vacancy occurs, the Commissioner or a designee shall send a copy of the notice to the President of the Chapter.

JF 5/6/9  
L  
7/6/9

ARTICLE 20  
SCOPE AND DURATION OF AGREEMENT

20.3 This Agreement shall be effective July 1, 1990 and shall continue and remain in full force and effect through June 30, 1993.

JF 5/6/9  
L  
7/6/9

ARTICLE 21  
ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

JF 5/6/9  
L  
7/6/9

ARTICLE 22  
SAVINGS CLAUSE-SEPARABILITY

22.1 In the event that any provision of this Agreement, in whole or in part is held to be illegal, void, invalid, or unenforceable by any court or agency of competent jurisdiction, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgement shall remain in full force and effect.

JF 5/6/9  
L  
7/6/9

COMPENSATION

EXHIBIT A

Effective July 1, 1990, the salary minima for bargaining unit members in each chapter employment category shall be as follows

<u>Associate Director</u>	<u>Minimum</u>
July 1, 1990	\$40,000
June 6, 1992	42,500
May 14, 1993	45,000
<u>Assistant Director</u>	<u>Minimum</u>
July 1, 1990	\$35,000
June 6, 1992	37,000
May 14, 1993	39,000
<u>Staff Associate</u>	<u>Minimum</u>
July 1, 1990	\$32,000
June 6, 1992	34,000
May 14, 1993	36,000
<u>Staff Assistant</u>	<u>Minimum</u>
July 1, 1990	\$20,000
June 6, 1992	21,300
May 14, 1993	22,600

Unit members on the payroll on the dates indicated shall receive an adjustment to their base salary in the amount and on the dates indicated:

- a. Effective July 1, 1990, 6.5 percent adjustment to employee's current base salary
- b. Continuation of base salary for the first twenty-five pay periods in 1991-92.
- c. Effective June 6, 1992, 6.25 per cent adjustment to employee's current base salary.
- d. Continuation of base salary for the first twenty-three pay periods in 1992-93.
- e. Effective May 14, 1993, 6.0 percent adjustment to employee's current base salary.

New hires and promotions from within are to be compensated at the discretion of the Commissioner, up to the median salary of all bargaining unit members.

Longevity payments will be as follows for all bargaining unit members:

<u>Years of Service</u>	<u>Annual Increment by Title</u>			
	<u>Staff Assistant</u>	<u>Staff Associate</u>	<u>Assistant Director</u>	<u>Associate Director</u>
10 - 14	\$ 350	\$ 606	\$ 606	\$ 726
15 - 19	700	1,212	1,212	1,452
20 - 25	1,050	1,818	1,818	2,178
over 25	1,400	2,424	2,424	2,904

Semi-annual longevity lump-sum payments will be made on the first regular pay day following April 23 and October 24 of each year of the contract

Herein is contained the collective bargaining agreement reached between the Board of Governors for Higher Education and the American Federation of State, County, and Municipal Employees, Local 1303-255 (Department of Higher Education Administrators). Said agreement is for the period of July 1, 1990 through June 30, 1993.

James J. Felice  
For Local 1303-255

Patricia Oberko  
For Local 1303-255

Louis H. Campbell  
For Local 1303-255

Valerie L. Lewis  
For the Board of Governors

William J. Bingham  
For Local 1303-255

Martha C. Hicksmith  
For the Board of Governors

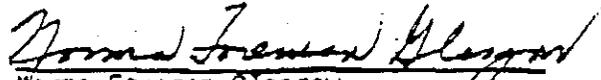
Paul Wallace  
Paul Wallace  
for the American Federation of  
State, County, and Municipal  
Employees, Local 1303-255

Dated: May 20, 1991

Dated: May 20th, 1991

DEPARTMENT OF HIGHER EDUCATION  
COLLECTIVE BARGAINING AGREEMENT

RESOLVED that on May 21, 1991, the Board of Governors for Higher Education ratify the collective bargaining agreement negotiated with AFSCME Local 1303-255 of Council #4, composed of the Department of Higher Education Administrators. This agreement extends retroactively from July 1, 1990 through June 30, 1993.

  
Norma Foreman Glasgow  
Commissioner of Higher Education

5/21/91

MEMORANDUM OF AGREEMENT

BETWEEN

BOARD OF GOVERNORS OF THE DEPARTMENT OF HIGHER EDUCATION

AND

LOCAL 1303-256 OF CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO

DEPARTMENT OF HIGHER EDUCATION PROFESSIONAL EMPLOYEES

The Board of Governors of the Department of Higher Education (the "Board") and Local 1303-256 of Connecticut Council #4, AFSCME, AFL-CIO (the "Union"), have entered into a collective bargaining agreement covering the period July 1, 1990 through June 30, 1993, as attached hereto.

The effective dates of the wage increases provided by this Agreement are as follows: July 1, 1990; June 6, 1992; May 14, 1993.

This Agreement shall be reopened for the purpose of negotiating both the amount of any general wage increase and the effective date thereof for the final year of this Agreement (1993-94).

LOCAL 1303-256,  
CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO

BOARD OF GOVERNORS OF THE  
DEPARTMENT OF HIGHER EDUCATION

By John Segrist  
2/4/92  
Date

By Saranne P. Murray  
2/3/92  
Date

DEPARTMENT OF HIGHER EDUCATION DIRECTORS  
LOCAL 1303-256, OF COUNCIL #4  
AFSCME, AFL-CIO

AND

BOARD OF GOVERNORS FOR HIGHER EDUCATION

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 1990 - JUNE 30, 1993

*J* 4/29/91  
*DW* 4/30/91  
*MKG* 4/30/91  
*YLF* 4/30/91

4/26/91

ARTICLE 1  
RECOGNITION

1.1 The Board recognizes Chapter 256, Local 1303, A.F.S.C.M.E. as the exclusive bargaining agent for the administrative positions as certified by the Connecticut State Board of Labor Relations in Case No. SE-12,069.

JL  
ML  
LKL

ARTICLE 2  
NON-DISCRIMINATION

2.1 The Board and the Chapter recognize the right of any member of the bargaining unit to become or refrain from becoming and/or remaining a member of the Chapter and will not discriminate or in any way interfere with such rights or the exercise of such rights.

JL  
ML  
LKL

2.2 The Board and the Chapter shall continue their policy of not discriminating against any member of the bargaining unit in accordance with state and federal law.

JL  
ML  
LKL

ARTICLE 3  
CHAPTER RIGHTS

3.1 Within (90) calendar days after the execution of this Agreement, and in June thereafter, the Board shall provide the Chapter a list of all employees in the bargaining unit.

JL  
ML  
LKL

3.2 For each regular or special public meeting of the Board a copy of the agenda will be mailed to the President of the Chapter at the same time it is mailed to members of the Board.

JL  
ML  
LKL

ARTICLE 4  
RIGHTS OF THE BOARD OF GOVERNORS

4.1 Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to: establishing standards of performance of its employees; determining the mission of the system and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, and transfer of personnel; determining educational policy and programs; directing employees and determining professional assignments; the discipline and demotion of its employees; the relief from duty of its employees because of layoff or for other non-disciplinary reasons; the establishment of regulations not inconsistent with this Agreement; and the taking of all necessary actions to carry out its mission in emergencies.

JL  
ML  
LKL

4.2 The Board or its designee shall have the authority to develop, modify and alter rules and regulations which, from time to time, shall be created and disseminated based on the best interests of the Department in carrying out its statutory responsibilities.

JL  
ML  
LKL

ARTICLE 5  
CHAPTER SECURITY AND PAYROLL DEDUCTIONS

5.1 Membership. Within thirty (30) calendars days after initial appointment to a position in the bargaining unit, or within thirty (30) calendar days after approval of this Agreement by the General Assembly, whichever is later, each employee shall become a member of the Chapter or shall pay to the Chapter a service fee, except for temporary employees within ninety (90) calendar days of hire. The Chapter shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken pursuant to this article.

5.2 Deduction of Chapter Dues. Chapter dues shall be deducted by the Employer biweekly from the paycheck of each employee who signs and remits to the Employer a form authorizing said deduction. The amount deducted shall be in an amount certified in writing by Local 1303 as the regular monthly dues. The amount deducted shall be remitted to the Council together with a list of employees and the amount being remitted. Any changes in the amount of Chapter dues to be deducted shall be effective as soon as practicable. No payroll deduction of Chapter dues shall be made for any payroll period in which earnings received are insufficient to cover the amount of such deduction.

5.3 Agency Service Fee. Within thirty (30) calendar days after initial appointment to a position in the bargaining unit, or within thirty (30) calendar days after approval of this Agreement by the General Assembly, whichever is later, each employee who is not a member of the Chapter shall pay to the Chapter a service fee, except for temporary employees within ninety (90) calendar days of hire.

ARTICLE 6  
HOURS OF WORK

6.1 Work Week. For DHE Directors, hours of work are based upon position responsibility, as determined by the Commissioner. The work week consists of the number of hours of assigned responsibilities prescribed for state employees by statute, which may include evening or weekend work. The parties recognize that from time to time the fulfillment of professional responsibilities may necessitate service to the department in excess of the required state commitment.

ARTICLE 7  
ADMINISTRATIVE APPOINTMENTS

7.1 The board shall furnish to each applicant who accepts employment a copy of the current collective bargaining agreement.

ARTICLE 8  
PERSONNEL RECORDS AND FILES

8.1 The Department of Higher Education shall maintain only one official file for each DHE director in a secure place designated by the Commissioner.

ARTICLE 9  
DISCIPLINE

9.1 Discipline is defined as any written reprimand, suspension with or without pay, or dismissal from service for just cause.

ARTICLE 10  
GRIEVANCE PROCEDURE

10.1 Definition. A grievance is defined as any difference or dispute arising from the application or interpretation of the terms of this Agreement. All grievances shall be in writing and filed within five (5) working days of the act or omission complained of on a form to be developed by the parties. Such form shall require the specific identification of the section of this Agreement alleged to be violated, the specific relief requested, and an acknowledgment that the grievance has been filed within the appropriate time limit.

10.2 Grievant. The employee organization designated as the exclusive representative shall have the following rights: notice of the grievance; and the right to be present during any meeting at the Commissioner's level under the grievance procedure.

10.3 Time Limits. The time limits are of the essence and time limits specified in each step of the grievance procedure may be extended by mutual agreement.

10.4 Informal resolution. The parties encourage attempts to resolve grievances without resort to the formal procedures outlined below.

10.5 The Grievance Procedure

10.5.1 Step 1. Assistant Commissioner (division head). The grievance shall be filed with the Assistant Commissioner or, where applicable, the Commissioner who supervises the employee who shall meet with the grievant within ten (10) calendar days of such submission. The grievance shall be answered in writing within seven (7) calendar days of such meeting.

10.5.2 Step 2. Commissioner. Within fourteen (14) calendar days after the date of the Assistant Commissioner's answer or the date the answer was due, whichever is earlier, the grievance may be filed with the Commissioner, who will meet with the grievant within ten (10) calendar days after receipt of the grievance. The grievance shall be answered in writing within seven (7) calendar days of such meeting.

10.5.3 Arbitration (Method). Within fourteen (14) calendar days after the date of the Commissioner's answer, or the date the answer was due, whichever is earlier, the Chapter may submit an unresolved grievance, except those related to vacancies and job postings, to arbitration, but no individual employee may submit a grievance to arbitration. Such demand for arbitration shall be filed in writing with a copy to the Commissioner. Timely filing shall be determined by U.S. Post Office mark.

10.5.4 Step 3. Tripartite Arbitration Panel: Within fourteen (14) calendar days after the date of the Commissioner's answer or the date the answer was due, whichever is earlier, the grievance may be filed with a tripartite panel established by the parties. The panel shall be considered the arbitrator and shall consist of: one member of the Board of Governors for Higher Education selected by the Chapter, one member of the Board of Governors for Higher Education selected by the Commissioner, and a third member of the Board of Governors for Higher Education appointed by the Chairperson of the Board. The decision of the tripartite panel shall be final and binding according to law.

10.6 Authority of the arbitrator. The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement and make no award inconsistent with federal or state law or departmental regulations.

10.6.1 The arbitrator shall render a decision in writing no later than thirty (30) calendar days after the conclusion of the hearing or receipt of briefs, whichever is later, unless the parties otherwise agree.

ARTICLE 11  
COMPENSATION

11.1 Compensation will be in accordance with Exhibit A attached hereto.

ARTICLE 12  
INSURANCE AND RETIREMENT PLANS

12.1 The parties hereby incorporate by reference the existing pension agreements entered into by the State of Connecticut and SEBAC on behalf of unit employees as of the effective date of this Agreement.

12.2 Insurance, retirement and disability compensation plans currently in effect will be continued in accordance with state-supported and/or approved plans.

ARTICLE 13  
VACATIONS

13.1 Entitlement. Directors shall be entitled to a total of 22 workdays of vacation each calendar year, accrued at the rate of 1.833 days per calendar month of service.

13.2.1 Upon leaving state service after six (6) months of continuous service, a member shall receive a lump sum payment, based on the daily rate of pay, for accrued, but unused, vacation time.

13.2.2 Conditions. Vacation days taken by an employee shall be subject to prior approval of the immediate supervisor.

13.2.3 Said employees shall take a minimum of ten (10) days vacation each year. Up to ten (10) vacation days per year may be carried over into the next calendar year. Under no circumstances may vacation be accumulated at any time to a total of more than sixty (60) calendar days. Unused vacation days in excess of such maximum accumulation shall be forfeited.

ARTICLE 14  
HOLIDAYS

14.1 Employees shall be granted time off with pay for the following holidays if these holidays fall within their work year:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

14.2 If a holiday falls on a Saturday or Sunday, it shall be considered celebrated on the day granted by the state in lieu thereof, if one is so granted.

ARTICLE 15  
SICK LEAVE

15.1 Accrual. All Directors shall accrue sick leave with pay at the rate of one and one-quarter (1-1/4) working days per completed calendar month of continuous full-time service commencing with the date of initial employment. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee on the completion of the calendar month.

15.2 Conditions. Earned sick leave is granted to members for the following reasons; (1) incapacitation for duty; (2) dental or medical examinations or treatments for which arrangements cannot be made outside of working hours; (3) when presence at work will expose others to contagious disease; (4) in the event of death in the immediate family, when as much as three (3) working days' leave with pay shall be granted. Immediate family means husband, wife, father, mother, sister, brother, child or any other relative who is domiciled in the member's household; (5) if critical illness or severe injury in the immediate family creates an emergency which requires the attendance or aid of the employee, then up to three (3) working days with pay in a calendar year shall be granted; (6) as much as three (3) working days' leave per calendar year shall be granted to fulfill the obligation of traveling to, attending, and returning, from funerals of persons other than members of the immediate family, if granted by the Division Head.

15.3 A medical certificate may be required to substantiate a request of sick leave for the following:

1. Any period of absence consisting of more than five consecutive working days;

2. To support request for sick leave of any duration during annual vacation;

3. Leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;

4. Leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

#### ARTICLE 16 PERSONAL LEAVE

16.1 Three (3) days of personal leave with pay in full days in each calendar year shall be granted to each employee. To be eligible for personal leave, members must have completed six (6) months of continuous full-time employment with the Board. Except in emergency situations, members who desire such leave shall request it from their immediate supervisor, at least forty-eight (48) hours in advance. Personal leave not taken in a calendar year shall not be accumulated.

#### ARTICLE 17 PROFESSIONAL GROWTH

17.1 Participation, with prior approval, in professional activities such as conferences or seminars shall be encouraged, consistent with agency obligations and financial limitations.

17.2 For such approved attendance, employees shall be reimbursed for mileage, meals, and lodging expenses in accordance with standard state travel regulations, unless other arrangements are agreed upon between the staff member and the Commissioner.

#### ARTICLE 18 RETRENCHMENT

18.1 Seniority: Seniority shall be defined as the continuous length of employment with the department of higher education.

18.2 Insofar as possible under the circumstances, as determined by the Commissioner, the parties shall permit the process of attrition to effectuate the required reduction in staff.

18.3 Reassignment. If a reduction in staff is determined by the Commissioner to be appropriate, the Commissioner will make reasonable efforts to reassign the affected employee to another position within the agency unless restricted by law or contract.

18.4 Layoffs. When attrition and reassignment are insufficient or inapplicable methods of effectuating the required reduction in staff, bargaining unit members shall be laid off in accordance with the best interest of the department and statutory mandates as determined by the Commissioner, following consultation with the Chapter. When in the judgment of the Commissioner, employees considered for layoff possess substantially similar skills and ability, then the most senior employee shall be retained.

18.5 Directors affected should be informed of layoff as soon as practicable. and in no event with less than four (4) weeks' notice.

18.6 In the event that the Department of Higher Education is merged into or with any other state agency during the life of this Agreement, the Department encourages and supports the successor employer in recognizing that this bargaining unit remain distinct and that the contract remain in effect.

18.7 Recall. Employee shall remain on a recall list for one calendar year from the date of the layoff.

18.7.1 Filling of vacancies shall be based on the Board's statutory mandates and the best interests of the Department as determined by the Commissioner. Nothing herein contained shall require the recall of a laid-off employee if a more skilled or qualified candidate applies from outside of the Department.

ARTICLE 19  
VACANCIES AND JOB POSTING

19.1 Job Postings. As vacancies occur in the bargaining unit they shall be posted for a period of at least seven (7) calendar days, except when the best interest of the Department requires otherwise.

19.2 Vacancies. When a vacancy occurs, the Commissioner or a designee shall send a copy of the notice to the President of the Chapter.

ARTICLE 20  
ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

ARTICLE 21  
SAVINGS CLAUSE-SEPARABILITY

21.1 In the event that any provision of this Agreement, in whole or in part, is held to be illegal, void, invalid, or unenforceable by any court or agency of competent jurisdiction, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgement shall remain in full force and effect.

ARTICLE 22  
DURATION

22.1 This Agreement shall be effective July 1, 1990 and shall continue and remain in full force and effect through June 30, 1993.

COMPENSATION

Effective July 1, 1990, the salary minima for bargaining unit members shall be as follows:

	<u>Minimum</u>
a. July 1, 1990	b. 52,000
c. June 6, 1992	d. 54,000
e. May 14, 1993	f. 58,000

*N. M. J.  
all  
H.L.*

Unit members on the payroll on or after the dates indicated shall receive an adjustment to their base salary in the amount and on the dates indicated:

1. Effective July 13, 1990, 6.5 percent adjustment to employee's current base salary.
2. Continuation of base wage for the first twenty-five pay periods in 1991-92.
3. Effective June 6, 1992, 6.25 percent adjustment to employee's current base salary.
4. Continuation of base wage for the first twenty-three pay periods in 1992-93.
5. Effective May 14, 1993, 6.0 percent adjustment to employee's current base salary.

*N. M. J.  
all  
H.L.*

It shall be within the Commissioner's discretion to award merit pay, totaling no more than 1/4 percent of the salary base of bargaining unit members in calendar year 1991 and 1992.

New hires and promotions from within are to be compensated at the discretion of the Commissioner, up to the median salary of all bargaining unit members.

Longevity payments will be as follows for all bargaining unit members:

<u>Years of Service</u>	<u>Annual Increment</u>
10 - 14	\$ 864
15 - 19	1,728
20 - 25	2,590
over 25	3,454

*N. M. J.  
all  
H.L.*

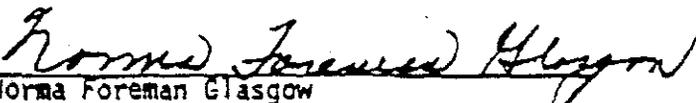
Semi-annual longevity lump-sum payments will be made on the first regular pay day following April 23 and October 24 of each year of the contract.

*N. M. J.  
all  
H.L.*

DEPARTMENT OF HIGHER EDUCATION  
COLLECTIVE BARGAINING AGREEMENT

RESOLVED

that on May 9, 1991 the Board of Governors for Higher Education ratifies the collective bargaining agreement negotiated with AFSCME Local 1303-256 of Council #4, composed of the Department of Higher Education Directors. This agreement extends retroactively from July 1, 1990 through June 30, 1993.

  
Norma Foreman Glasgow  
Commissioner of Higher Education

5/9/91

MEMORANDUM OF AGREEMENT  
BETWEEN  
BOARD FOR STATE ACADEMIC AWARDS  
AND

LOCAL 1303-282 OF CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO  
CHARTER OAK COLLEGE PROFESSIONAL EMPLOYEES

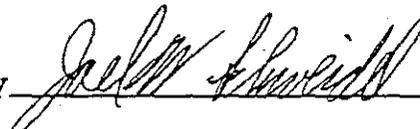
The Board for State Academic Awards (the "Board") and Local 1303-282 of Connecticut Council #4, AFSCME, AFL-CIO (the "Union"), have entered into a collective bargaining agreement covering the period July 1, 1991 through June 30, 1994, as attached hereto.

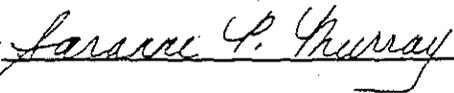
The effective dates of the wage increases for the first two years of this Agreement as follows: June 26, 1992 and May 14, 1993.

This Agreement shall be reopened for the purpose of negotiating both the amount of any general wage increase and the effective date thereof for the final year of this Agreement (1993-94).

LOCAL 1303-282,  
CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO

BOARD FOR ACADEMIC AWARDS  
CHARTER OAK COLLEGE

By   
2-4-92  
Date

By   
2/3/92  
Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Connecticut State Police Union ("Union") designated as exclusive bargaining representative under the State Employee Collective Bargaining Act, Conn. Gen. Stat. §5-270 et seq. ("the Act"), and the State of Connecticut Executive Branch (the "State"), including those subdivisions thereof which bargain as separate employers under the Act whose units are covered by this Agreement, for the following bargaining unit:

State Police

I. LAYOFFS

1. May and June Layoffs

The fourteen (14) employees who were laid off in the spring of 1991 shall be reinstated effective not later than November 15, 1991, without back pay. For all purposes other than completion of the probationary period, their seniority shall be restored retroactive to the date of layoff upon completion of the probationary period. The Union and these employees agree that this constitutes a full and final settlement of any grievances or other claims concerning their layoffs. This settlement is without prejudice to either party's position on the proper interpretation of the contract, and shall not be used as a precedent for any other case.

An employee who was laid off effective May 30, 1991, and who elected to retire effective June 1, 1991, and an employee who was laid off effective June 13, 1991 and who elected to retire effective July 1, 1991, shall be deemed to have made a direct transition from State employment to retirement status and thus be eligible for life insurance pursuant to Conn. Gen. Stat. §5-257(d), partial sick leave payment pursuant to Conn. Gen. Stat. §5-247(a), and prorated longevity pay pursuant to Conn. Gen. Stat. §5-213(b). The statutory provisions referenced herein are those of the General Statutes revised to 1991.

2. October 1991 Expense Reduction Plan

a. Each employee laid off pursuant to the October 1991 ERP shall be offered reinstatement, without back pay or benefits, to the position held prior to layoff. For all purposes other than completion of the probationary period, their seniority shall be restored retroactive to the date of layoff upon completion of the probationary period. The Union and these employees agree that this constitutes a full and final settlement of any grievances or other claims concerning their layoffs. This settlement is without prejudice to either party's position on the proper interpretation of the contract, and shall not be used as a precedent for any other case.

3. There shall be no additional layoffs which result in loss of employment during 1991-92. In the event that

programmatic changes require additional position eliminations, every effort shall be made to effect such reductions by attrition. If attrition is insufficient, the State and the Unions shall cooperate in effecting transfer or reassignment, within a reasonable commuting distance, and/or retraining of affected employees.

The above shall not apply to grant or federally funded positions eliminated or reduced due to loss of or reduction in funding, or to appointments with termination or end dates. Nor shall this Agreement prevent giving notices of layoff or nonrenewal during 1991-92 for actions to be effective in subsequent year(s), unless expressly provided to the contrary in a unit agreement.

4. Reinstatement from Layoff

a. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall, upon reinstatement, have restored to him/her the accumulated sick leave balance which was in effect as of the date of layoff.

b. Any employee who is reinstated from layoff in accordance with the provisions of this Agreement shall be eligible to re-enroll in the same level of group life insurance purchased as of the time of layoff, without the waiting period required for new enrollments pursuant to Conn. Gen. Stat. §5-257.

c. An employee who is reinstated pursuant to the terms of this Agreement and who is a member of the Tier I retirement system shall not be eligible for any refund of contributions based on his/her layoff. Any such employee who accepts the State's offer of re-employment shall rescind any pending request for a refund of retirement contributions. If such refund has already been processed, the employee shall repay the full amount to the State Retirement System.

d. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall have restored to his/her credit any unused personal leave day balance which existed at the time of layoff.

e. Any employee who is reinstated from layoff pursuant to the terms of this Agreement, and who was enrolled in a State group health insurance plan as of the time of his/her layoff shall be reinstated to the same plan effective as soon as possible, subject to rules and procedures of the Comptroller's office. The State shall cooperate in ensuring that, upon enrollment, no employee shall be denied coverage for a previously covered preexisting condition which occurred after layoff and prior to reenrollment.

f. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall have the option to purchase vacation time for which he/she received a lump sum payment at the time of layoff, in accordance with the following:

(1) The employee shall be required to make a written election to purchase vacation, on a form provided by the State. Such election must be made not later than February 29, 1992, and submitted to the agency personnel office.

(2) The agency shall inform the employee of the payment amount required. The payment amount required shall be the gross wages paid less deductions for retirement contributions, FICA and income tax withholding. (Adjustments for these items shall be made by the State.)

(3) Payment due must be made by the employee to the agency not later than one week following the date of notification of the amount due.

The State shall cooperate in providing information to the Labor Department for any employee who purchases vacation and seeks an adjustment in his/her unemployment compensation.

g. An employee who is offered reinstatement pursuant to the terms of this Agreement and who declines shall retain his/her reemployment rights under the applicable collective bargaining agreement. The State shall not challenge the receipt of unemployment benefits by an employee who remains on layoff.

## II. WAGES AND WAGE RELATED SAVINGS

1. Collective Bargaining Increases. Wage increases and modifications thereof shall be implemented in accordance with the terms of the unit agreement attached hereto.

2. Annual Increments. All employees shall forego one annual increment, lump sum payment and/or equivalent as provided in the unit agreement attached hereto.

3. Pension Protection. Any employee who retires from State service, under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes any or all of the 1991-92 or 1992-93 contract years for the purpose of calculating his/her final average earnings, shall be entitled to include the wage increases and the meal allowance increases which would have been paid had the provisions of the attached unit agreement not been implemented.

Any employee who would have received an annual increment in 1992-93 had the provisions of paragraph 2, supra, not been implemented, and who retires from State service under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes 1992-93 contract year earnings for the purpose of calculating his/her final average earnings, shall be entitled to include the sum of five hundred dollars (\$500.00) (prorated for part-time service) in his/her final average earnings.

Any employee who benefits from this item 3 shall be required to make the applicable employee contributions on the amount of imputed meal allowance increases for which he/she is receiving the benefit. For example, an employee in Tier I of the SERS shall be required to pay two percent (2%) (five percent if in Plan A) on the increase in his/her final average earnings which results from the application of this section.

### III. WORKERS' COMPENSATION

1. There shall be an expansion of the "safety committee" concept to additional facilities on a trial basis.

2. The parties shall jointly develop fraud avoidance programs.

### IV. LABOR-MANAGEMENT COMMITTEES

1. There will be pilot labor-management committee projects at three State agencies. The agencies selected for those pilot projects shall be named by the Governor, after consultation with representatives of SEBAC, within thirty (30) days of legislative ratification of this Agreement.

2. Each labor-management committee shall include approximately equal numbers of representatives of the employer and the unions which represent employees at the agency.

3. The discussion topics for these labor-management committees will be focused on issues of economy and efficiency of operation.

4. The committees will make recommendations, with implementation at the discretion of the State. Nothing done by the committees shall be used as a basis for demanding mid-term bargaining, nor shall the discussions be used by either party in any pending or future proceedings in any forum, including but not limited to grievance and interest arbitrations.

V. VOLUNTARY LEAVES AND SCHEDULE MODIFICATIONS

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours or a leave of absence shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency, and the grant or denial thereof shall not be the subject of or the basis for a collateral attack or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached or leaves granted hereunder.

4. Unpaid leave or reduced hours shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such

schedule modifications would impact the accrual of leave time, or sundry benefits.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of the parties to agree to this provision as a part of the overall settlement shall be without prejudice, and shall have no value as precedent.

7. This provision, as well as any leaves and schedule modifications granted pursuant to this provision, shall sunset no later than September 1, 1993, unless the appropriate parties mutually agree to the continuation thereof.

8. Further provisions pertaining to this program are detailed in Appendix A.

#### **VI. UNIT AGREEMENT**

The State and the Union have reached an agreement to extend the collective bargaining agreement and implement wage changes and other means of savings as specifically set forth in the unit agreement attached hereto as Appendix B.

#### **VII. GENERAL PROVISIONS**

1. Those provisions of this Agreement, if any, which modify the Pension Agreement between the State and SEBAC or which affect pension and health insurance issues are subject to ratification by SEBAC.

2. Those provisions of this Agreement which modify and/or extend the unit collective bargaining agreement have been ratified by the bargaining unit in accordance with applicable rules and procedures of the Union.

3. This Agreement is subject to ratification by the General Assembly.

4. Except as otherwise provided in this Agreement or an Appendix, disputes over the application of this provisions of this Agreement shall be resolved through discussion between the parties.

## APPENDIX A

### VOLUNTARY LEAVE AND SCHEDULE REDUCTION PROGRAM

#### A. General Provisions

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week, or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours, or a leave of absence, shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency and the grant or denial thereof shall not be the subject of, or the basis for, a collateral attack, or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached, or leaves granted, hereunder.

4. Unpaid leave, or reduced hours, shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits. Any reduction in hours, or leave of absence, pursuant to this program shall not affect the bargaining unit status of the employee participating in the program.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of other parties to agree to this provision as a part of the overall settlement shall be without prejudice and shall have no value as precedent.

7. This Agreement, as well as any leaves and schedule modifications granted pursuant to this Agreement, shall take effect as soon as practicable following legislative approval and shall sunset no later than September 1, 1992, unless the exclusive bargaining representatives and the State mutually agree to the continuation thereof. This agreement shall be construed to have retroactive effect if necessary to cover any leaves granted prior to legislative approval and which began on or after June 1, 1991.

B. Specific Provisions

1. Plan Options

i. Leave of Absence Without Pay - duration between one and twenty-four weeks. Employee shall return to same or similar position upon expiration of the leave.

ii. Sporadic Days Off - pre-scheduled days off of less than one week at a time.

iii. Work Schedule Reductions

Examples: (Based on 35 hr. work week)

- 4 day work week (20% reduction)

- 4 7 1/2-hr. days/wk. (14.3% reduction)
- 4 8-hr. days/wk. (8.6% reduction)
- 9 days/pay period. (10% reduction)
- half-time (e.g. mornings/afternoons) (50% reduction)

iv. Education Leave - days off without pay to participate in educational programs with availability of tuition reimbursement assistance as provided for in collective bargaining agreements.

v. Other - any other mutually agreeable plan which reduces State payroll costs. THE EMPLOYEE'S UNION REPRESENTATIVE (IF APPLICABLE) MUST APPROVE ANY REQUESTS UNDER THIS OPTION.

2. Modifications to Approved Applications - In the event of a financial emergency, an employee who participates in the program shall return to his/her regular work schedule as soon as practicable.

C. Provisions Which May Conflict With Collective Bargaining Agreements

The parties agree that certain benefits should continue to accrue to an employee who participates in this program, notwithstanding contrary provisions which may exist within their collective bargaining agreement. A statement of those benefits is set forth herein:

Effect on Benefits and Status: An employee whose application is approved under this program shall be entitled to benefits as follows:

1. Health and Life Insurance - During the period of any leave of absence, or work schedule reduction, approved in accordance with the agreement, an employee's health and life insurance shall continue on the same basis as prior to the leave of schedule modification. In order to continue these insurance coverages during such leave, the employee shall contribute that portion of the premiums the employee would have been required to contribute had the employee remained an active employee during the leave period.

2. Seniority - An employee shall receive any seniority credit for time lost as a result of a reduced work schedule time or a leave of absence under the agreement. Thus, an employee participation in this program shall receive full seniority credit and will not have seniority prorated.

3. Vacation and Sick Leave Accruals -

i. An employee on a reduced work schedule pursuant to the agreement shall continue to accrue his/her vacation and sick leave at the individual's rate of accrual prior to participation in the program and shall not lose his/her accrual of vacation and sick leave for any month of such schedule modification.

ii. An employee who takes a leave of absence without pay shall continue to accrue sick leave and vacation for up to two months subject to any accrual maximums in the employee's collective bargaining agreement. An employee who takes a leave of absence for more than two months will cease accruing vacation and sick leave after the first two months. In order to be eligible for payment for these accruals, an employee must be reinstated from the leave for at least two months.

4. Holidays - Holiday benefits will be paid in accordance with the employee's collective bargaining agreement based upon the leave of absence, except that those on a reduced work schedule shall receive prorata credit for any holiday falling on a day on which he/she is not scheduled to work as a direct result of this program. In no event shall the number of hours of holiday credit exceed that granted to a full-time employee working a standard work schedule.

Examples:

i. Employee on leave of absence for month of July receives no holiday credit for July 4.

ii. Employee reduces schedule to 4-day work week, Monday - Thursday, receives full pay for holiday on Thursday, July 4, (not to exceed the number of hours in a full-time day).

iii. Employee reduces schedule to 4-day work week, with Thursdays off, receives 80% holiday credit (recorded as earned time) despite the fact that he/she was not scheduled to work Thursdays.

iv. Employee reduces schedule from 35 to 32 hours/week by increasing the daily hours scheduled from 7 to 8; the holiday benefit cannot exceed 7 hours, equivalent to that granted a full-time employee. Therefore:

a) if scheduled to work Thursday - receives 7 hours holiday pay for July 4 holiday and may supplement with 1 hour accrued vacation or receives 31 hours pay.

b) if scheduled off on Thursdays - receives 32/35 holiday credit (recorded as earned time).

NOTE: Some agencies will revert to the standard work schedule during holiday weeks, in the same manner in which they currently revert full-time, 4-day work weeks.

5. Workers' Compensation - Benefits will continue to be determined under Statutes.

6. Longevity - An employee shall be entitled to the full longevity benefit without regard to the leave of absence or reduced work schedule. (Payment to an employee on leave under section B.1.i. shall be paid in accordance with Regulation 5-213-1, if applicable.)

7. Working Test Period - An employee on a promotional working test period will be required to successfully complete the equivalent of a full-time working test period. (Employees on an initial working test period are not eligible for the program.)

8. Overtime - Payment shall continue in accordance with the collective bargaining agreement or regulation (if

applicable). Reduction hours will not be counted as time worked in determining eligibility for overtime payments.

9. Pensions -

i. A member of Tier I who is granted a leave of absence without pay under this program will be entitled to purchase credit for each month of leave at the rate of five (5) percent of his/her salary at the time leave is granted, plus interest at five (5) percent per year.

ii. A member to Tier I who is granted a reduction in work schedule under this program will be entitled to purchase credit for a period equivalent to the reduction for each month of the reduction at the rate of five (5) percent of his/her salary at the time he/she applied for the credit.

iii. Time not worked under this program (under any option) will not count towards vesting service under Tier 1 unless the employee is at least age sixty (60). For employees under Tier II the time will count for both vesting and credited service.

iv. A Tier II member is not required to contribute in order to receive credit for time not worked under this program except that hazardous duty members must make contributions equal to four (4) percent of salary.

10. Miscellaneous Benefits

(a) Where existing collective bargaining agreement(s) provide specific language on qualification for or prorating of

compensation items such as stipends and/or fringe benefits, those contracts shall govern.

(b) In all other disputes involving contractual or statutory benefits or stipends, employees shall be protected from losses which are not specifically described in this Agreement or the written voluntary leave agreements with the Agency that are prepared pursuant to Section A.4. of this Agreement.

(c) In clarification of Section II, subsection 1 of the SEBAC agreement, proration of the five hundred dollar (\$500.00) addition to final average earnings shall only occur for those employees holding part-time positions, not those with reduced schedules pursuant to the voluntary leave agreement between the parties.

APPENDIX B  
UNIT AGREEMENT

STATE OF CONNECTICUT  
AND  
CONNECTICUT STATE POLICE UNION  
STATE POLICE (NP-1) BARGAINING UNIT

The State of Connecticut (the "State") and the Connecticut State Police Union (the "Union"), agree as follows:

1. The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 1995. Article 38 of the contract is therefore revised to provide for an expiration date of June 30, 1995.

2. Article 19, Section One of the contract is deleted and the following substituted in lieu thereof:

Section One. General Wages.

(a) Effective July 13, 1990, all employees shall receive a four percent (4%) salary increase.

(b)(1) Effective July 12, 1991, the base annual salary for all employees shall be increased by five percent (5%).

(b)(2) In addition to the increases in (b)(1) above, the following increases to the pay plan shall be made:

Effective July 12, 1991, Steps 9, 10 and 11 of the Trooper/Trooper First Class pay plan shall be augmented as follows:

Step 9	.60%
Step 10	1.16%
Step 11	2.00%

Effective July 12, 1991, Steps 6, 7 and 8 of the Sergeant pay plan shall be augmented as follows:

Step 6	.71%
Step 7	1.39%
Step 8	2.00%

Effective July 12, 1991, Steps 6, 7 and 8 of the Master Sergeant pay plan shall be augmented as follows:

Step 6	.77%
Step 7	1.51%
Step 8	2.00%

(c) Effective May 14, 1993, the base annual salary for all employees shall be increased by four and one-half percent (4.5%).

(d) The parties agree to a wage reopener for the purpose of negotiating the base salary for the fourth year of the agreement. Negotiations shall commence within thirty (30) days of receipt of a written request by either party, on or after February 15, 1993.

(e) The parties agree to a wage reopener for the purpose of negotiating the base salary for the fifth year of the agreement. Negotiations shall commence within thirty (30) days of receipt of a written request by either party, on or after February 15, 1994.

(f) The parties agree to a reopener for the purpose of negotiating Section Five of Article 15 (shift differential) for the fourth and fifth years of the agreement. Negotiations shall commence in the same manner and at the same time as the negotiations in subsections (d) and (e) above.

(g) Annual increments will not be paid for the contract year 1992-93. Effective with the contract year 1993-94, employees will continue to be eligible for and receive annual increments in accordance with existing practice.

3. Article 19, Compensation, Section Two, Meal Allowance

(a) of the contract is deleted and the following is substituted in lieu thereof:

The meal allowance of \$13.35 shall be suspended for the period commencing November 1, 1991 and ending July 11, 1992. This suspension shall not apply to HCOT/OPA assignments and the meal allowance of \$13.35 shall continue to be paid on such assignments.

Commencing July 12, 1992, the meal allowance shall be reinstated at the rate of \$13.35 and shall continue at that rate until January 7, 1993. Commencing January 8, 1993, the meal allowance shall be increased to \$13.95.

Thereafter, any future meal allowance increases shall be equal to the same percentage as the general wage increase or by the percentage equivalent of any dollar increase to the general wage base.

The meal allowance shall be calculated in accordance with pre-existing regulations.

4. Neither party will argue that the language of the reopener clause mandates or precludes July 1 increase dates or that the language of the reopener clause mandates or precludes a general wage increase(s) in the 1993-94 and/or 1994-95 contract year(s). The effective date of any increase in the meal allowance in 1993-94 and/or 1994-95 shall not necessarily be tied to the date of any general wage increase(s).

5. Article 13, Order of Layoff and Reemployment, Section Two, is amended to provide "four (4) weeks" rather than "two (2) weeks" notice of layoff.

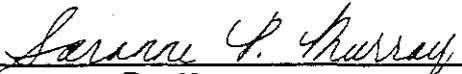
6. Article 13, Order of Layoff and Reemployment, is amended to add a new Section Five as follows:

Reemployment of laid off permanent employees shall be in reverse order of layoff (last out is first to be recalled within a rank).

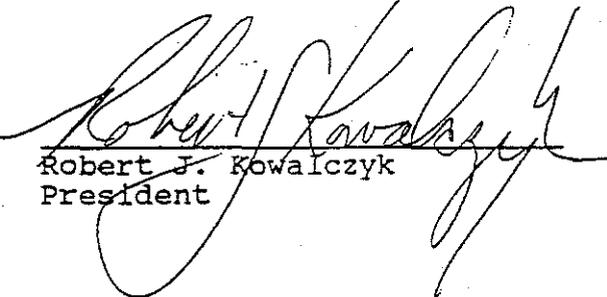
7. In all other respects, the provisions of the 1990-93 contract remain in effect and shall continue through June 30, 1995. Economic provisions, such as but not limited to tuition funds, conference funds, night shift differential and weekend differential for 1993-95 shall continue at the same rates as established for the 1992-93 contract year.

IN WITNESS WHEREOF, the parties have executed this Agreement this third day of February, 1992.

STATE OF CONNECTICUT

By   
Saranne P. Murray  
Negotiator for the State

CONNECTICUT STATE POLICE UNION

By   
Robert J. Kowalczyk  
President

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Connecticut Employees Union Independent, SEIU ("Union"), which is designated as an exclusive bargaining representative under the State Employee Collective Bargaining Act, Conn. Gen. Stat. §5-270 et seq. ("the Act"), and the State of Connecticut Executive Branch (the "State"), for the following bargaining unit:

Maintenance and Service Employees (NP-2)

I. LAYOFFS AND FURLOUGHS

1. May and June Layoffs

An employee who was laid off effective May 30, 1991, and who elected to retire effective June 1, 1991, and an employee who was laid off effective June 13, 1991 and who elected to retire effective July 1, 1991, shall be deemed to have made a direct transition from State employment to retirement status and thus be eligible for life insurance pursuant to Conn. Gen. Stat. §5-257(d), partial sick leave payment pursuant to Conn. Gen. Stat. §5-247(a), and prorated longevity pay pursuant to Conn. Gen. Stat. §5-213(b). The statutory provisions referenced herein are those of the General Statutes revised to 1991.

2. October 1991 Expense Reduction Plan

a. Each employee laid off pursuant to the October 1991 ERP shall be offered reinstatement, without back pay or benefits, to the position held prior to layoff. Reinstatements shall be effective January 10, 1992, except that employees of the Department of Transportation who have snow and ice related assignments shall be offered reemployment effective December 27, 1991. No employee who would otherwise have qualified for an annual increment, lump sum payment or equivalent shall be denied payment as a result of being on layoff between October 1, and January 10. The terms of reinstatement shall be in accordance with paragraph 5 below. The Union agrees that any and all grievances, arbitrations, prohibited practice charges, lawsuits and other claims concerning such layoffs shall be withdrawn, and that no other claims concerning these layoffs shall be filed or pursued.

b. Each bargaining unit shall select one of the following options concerning the ERP furloughs.

I. For units which have no furlough days as part of their concessions:

A. No payment for furloughs; no withdrawal of claims;

- OR -

B. Individual employee election of:

1. One-half pay and all claims withdrawn or
2. Full pay, with days deducted from the employee's accrued vacation.

II. For units which have a sufficient number of furlough days as part of their concessions, all of the ERP furlough days shall be credited or applied to the furlough day obligation.

III. For units which do not have a sufficient number of furlough days as part of their concessions, all of the ERP furlough days shall be credited or applied to the furlough day obligation and the excess shall be in accordance with the unit election as set forth in IA or B above.

Each unit shall make its election by December 31, 1991, in writing, to the Office of Labor Relations. For any election which calls for withdrawal of claims, all grievances, arbitrations, prohibited practice charges, lawsuits and other claims <sup>S.P.</sup> concerning <sup>lyg</sup> unpaid time under the ERP shall be withdrawn and no other claims concerning same shall be filed or pursued.

3. There shall be no additional layoffs which result in loss of employment during 1991-92. In the event that programmatic changes require additional position eliminations, every effort shall be made to effect such reductions by attrition. If attrition is insufficient, the State and the Unions shall cooperate in effecting transfer or reassignment, within a reasonable commuting distance, and/or retraining of affected employees. This provision is subject to modification

in unit agreements.

4. The above shall not apply to grant or federally funded positions eliminated or reduced due to loss of or reduction in funding, or to appointments with termination or end dates. Nor shall this Agreement prevent giving notices of layoff or nonrenewal during 1991-92 for actions to be effective in subsequent year(s), unless expressly provided to the contrary in a unit agreement.

Further, notwithstanding the above, if any employee(s) is/are reinstated prior to July 1, 1992 as a result of a grievance, arbitration, prohibited practice charge, lawsuit or other claim over layoffs/bumping:

(a) If the reinstatement is ordered due to improper selection (e.g. seniority), the State shall have the right to lay off the employee(s) who should have been selected.

(b) If the reinstatement results from a finding of improper subcontracting, the State and the Union shall reopen negotiations for the purpose of discussing means of achieving savings needed through June 30, 1992, if any, to accommodate that reinstatement.

5. Reinstatement from Layoff

a. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall, upon reinstatement, have restored to him/her the accumulated sick leave balance which was in effect as of the date of layoff.

b. Any employee who is reinstated from layoff in accordance with the provisions of this Agreement shall be eligible to re-enroll in the same level of group life insurance purchased as of the time of layoff, without the waiting period required for new enrollments pursuant to Conn. Gen. Stat. §5-257.

c. An employee who is reinstated pursuant to the terms of this Agreement and who is a member of the Tier I retirement system shall not be eligible for any refund of contributions based on his/her layoff. Any such employee who accepts the State's offer of re-employment shall rescind any pending request for a refund of retirement contributions. If such refund has already been processed, the employee shall repay the full amount to the State Retirement System.

d. Any employee who is reinstated from layoff pursuant to the terms of this Agreement, and who was enrolled in a State group health insurance plan as of the time of his/her layoff shall be reinstated to the same plan effective as soon as possible, subject to rules and procedures of the Comptroller's office. The State shall cooperate in ensuring that, upon enrollment, no employee shall be denied coverage for a previously covered preexisting condition which occurred after layoff and prior to reenrollment.

e. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall have the option

to purchase vacation time for which he/she received a lump sum payment at the time of layoff, in accordance with the following:

(1) The employee shall be required to make a written election to purchase vacation, on a form provided by the State. Such election must be made not later than one week following the date of reinstatement, and submitted to the employee's agency personnel office.

(2) The agency shall inform the employee of the payment amount required. The payment amount required shall be the gross wages paid less deductions for retirement contributions, FICA and income tax withholding. (Adjustments for these items shall be made by the State.)

(3) Payment due must be made by the employee to the agency not later than one week following the date of notification of the amount due.

The State shall cooperate in providing information to the Labor Department for any employee who purchases vacation and seeks an adjustment in his/her unemployment compensation.

f. An employee who is offered reinstatement pursuant to the terms of this Agreement and who declines shall retain his/her reemployment rights under the applicable collective bargaining agreement. The State shall not challenge the receipt of unemployment benefits by an employee who remains on layoff.

II. WAGES AND WAGE RELATED SAVINGS

1. Collective Bargaining Increases. Wage increases and modifications thereof shall be implemented in accordance with the terms of individual unit agreements attached hereto.

2. Annual Increments, Merit and Equivalent Increases.

a. Except as may be provided in unit agreements, in units which do not have 1991-92 contracts, employees will keep their July 1991 and January 1992 annual increments, merit increases, lump sum payments and/or equivalents. For these units, annual increments, lump sum payments and/or equivalents, shall not be paid for the contract year 1992-93.

b. Except as may be provided in unit agreements, in units which have 1991-92 contracts, employees will keep their July 1991 annual increments, merit increases, lump sum payments and/or equivalents. For these units, annual increments, lump sum payments and/or equivalents, shall not be paid in January 1992 and July 1993.

c. Units with other than July and January dates shall forego one annual increment, lump sum payment and/or equivalent on the applicable dates.

3. Pension Protection. Any employee who retires from State service, under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes any or all of the

1991-92 or 1992-93 contract years for the purpose of calculating his/her final average earnings, shall be entitled to include the wage increases which would have been paid had the provisions of paragraph 1 supra and the related unit agreements not been implemented.

Any employee who would have received an annual increment in 1992-93 had the provisions of paragraph 2, supra, not been implemented, and who retires from State service under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes 1992-93 contract year earnings for the purpose of calculating his/her final average earnings, shall be entitled to include the sum of five hundred dollars (\$500.00) (prorated for part-time service) in his/her final average earnings.

In order to provide pension protection for employees covered by the Alternate Retirement Program ("ARP"), if an employee enrolled exclusively in ARP leaves State service during the period from July 1, 1991 through June 30, 1994, and at the time of separation has at least ten (10) years of actual State service, the State shall make the employer contribution to ARP on the wage increases which would have been paid on his/her salary during the 1991-92 and/or 1992-93 contract years, if the provisions of paragraph 1 supra had not been

implemented. Implementation of this provision is subject to the approval of TIAA-CREF.

Any employee who benefits from this item 3 shall be required to make the applicable employee contributions on the amount of imputed wage increases for which he/she is receiving the benefit. For example, an employee in Tier I of the SERS shall be required to pay two percent (2%) (five percent if in Plan A) on the increase in his/her final average earnings which results from the application of this section.

4. Furloughs. Credit for furlough days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave section of this Agreement.

5. Objective Job Evaluation. Except as may be provided in unit agreements, the provisions of this section shall not affect implementation of objective job evaluation studies according to existing contracts.

### III. WORKERS' COMPENSATION

1. There shall be an expansion of the "safety committee" concept to additional facilities on a trial basis.

2. The parties shall jointly develop fraud avoidance programs.

#### IV. LABOR-MANAGEMENT COMMITTEES

1. There will be pilot labor-management committee projects at three State agencies. The agencies selected for those pilot projects shall be named by the Governor, after consultation with representatives of SEBAC, within thirty (30) days of legislative ratification of this Agreement.

2. Each labor-management committee shall include approximately equal numbers of representatives of the employer and the unions which represent employees at the agency.

3. The discussion topics for these labor-management committees will be focused on issues of economy and efficiency of operation.

4. The committees will make recommendations, with implementation at the discretion of the State. Nothing done by the committees shall be used as a basis for demanding mid-term bargaining; nor shall the discussions be used by either party in any pending or future proceedings in any forum, including but not limited to grievance and interest arbitrations.

#### V. VOLUNTARY LEAVES AND SCHEDULE MODIFICATIONS

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours or a leave of absence shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency, and the grant or denial thereof shall not be the subject of or the basis for a collateral attack or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached or leaves granted hereunder.

4. Unpaid leave or reduced hours shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of the parties to agree to this provision as a part of the overall settlement shall be without prejudice, and shall have no value as precedent.

7. This provision, as well as any leaves and schedule modifications granted pursuant to this provision, shall sunset no later than September 1, 1993, unless the appropriate parties mutually agree to the continuation thereof.

8. Further provisions pertaining to this program are detailed in Appendix A.

## VI. UNIT AGREEMENTS

The State and the Union have reached tentative agreements to extend collective bargaining agreements and implement wage changes and other means of savings as specifically set forth in the unit agreement(s) attached hereto as Appendix B.

## VII. GENERAL PROVISIONS

1. Those provisions of this Agreement, if any, which modify the Pension Agreement between the State and SEBAC or which affect pension and health insurance issues are subject to ratification by SEBAC.

2. Those provisions of this Agreement which modify and/or extend individual unit collective bargaining agreements are subject to ratification by each of the bargaining units in accordance with applicable rules and procedures of the exclusive bargaining representative.

3. Any individual bargaining unit which fails to ratify this Agreement and/or the related unit agreement shall not be entitled to the benefits and protections of this Agreement.

4. This Agreement is subject to ratification by the General Assembly.

5. Except as otherwise provided in this Agreement or an Appendix, disputes over the application of <sup>S.P.</sup> ~~this~~ <sup>the</sup> provisions of this Agreement shall be resolved through discussion between the parties.

## APPENDIX A

### VOLUNTARY LEAVE AND SCHEDULE REDUCTION PROGRAM

#### A. General Provisions

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week, or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours, or a leave of absence, shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency and the grant or denial thereof shall not be the subject of, or the basis for, a collateral attack, or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached, or leaves granted, hereunder.

4. Unpaid leave, or reduced hours, shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits. Any reduction in hours, or leave of absence, pursuant to this program shall not affect the bargaining unit status of the employee participating in the program.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of other parties to agree to this provision as a part of the overall settlement shall be without prejudice and shall have no value as precedent.

7. This Agreement, as well as any leaves and schedule modifications granted pursuant to this Agreement, shall take effect as soon as practicable following legislative approval and shall sunset no later than September 1, 199<sup>S.P.</sup>3, unless the exclusive bargaining representatives and the State mutually agree to the continuation thereof. This agreement shall be construed to have retroactive effect if necessary to cover any leaves granted prior to legislative approval and which began on or after June 1, 1991.

B. Specific Provisions

1. Plan Options

i. Leave of Absence Without Pay - duration between one and twenty-four weeks. Employee shall return to same or similar position upon expiration of the leave.

ii. Sporadic Days Off - pre-scheduled days off of less than one week at a time.

iii. Work Schedule Reductions

Examples: (Based on 35 hr. work week)

- 4 day work week (20% reduction)

- 4 7 1/2-hr. days/wk. (14.3% reduction)
- 4 8-hr. days/wk. (8.6% reduction)
- 9 days/pay period. (10% reduction)
- half-time (e.g. mornings/afternoons) (50% reduction)

iv. Education Leave - days off without pay to participate in educational programs with availability of tuition reimbursement assistance as provided for in collective bargaining agreements.

v. Other - any other mutually agreeable plan which reduces State payroll costs. THE EMPLOYEE'S UNION REPRESENTATIVE (IF APPLICABLE) MUST APPROVE ANY REQUESTS UNDER THIS OPTION.

2. Modifications to Approved Applications - In the event of a financial emergency, an employee who participates in the program shall return to his/her regular work schedule as soon as practicable.

C. Provisions Which May Conflict With Collective Bargaining Agreements

The parties agree that certain benefits should continue to accrue to an employee who participates in this program, notwithstanding contrary provisions which may exist within their collective bargaining agreement. A statement of those benefits is set forth herein:

Effect on Benefits and Status: An employee whose application is approved under this program shall be entitled to benefits as follows:

1. Health and Life Insurance - During the period of any leave of absence, or work schedule reduction, approved in accordance with the agreement, an employee's health and life insurance shall continue on the same basis as prior to the leave <sup>S.P. by</sup> or schedule modification. In order to continue these ~~or schedule modification~~ insurance coverages during such leave, the employee shall contribute that portion of the premiums the employee would have been required to contribute had the employee remained an active employee during the leave period.

2. Seniority - An employee shall receive any seniority credit for time lost as a result of a reduced work schedule time or a leave of absence under the agreement. Thus, an employee participation in this program shall receive full seniority credit and will not have seniority prorated.

3. Vacation and Sick Leave Accruals -

i. An employee on a reduced work schedule pursuant to the agreement shall continue to accrue his/her vacation and sick leave at the individual's rate of accrual prior to participation in the program and shall not lose his/her accrual of vacation and sick leave for any month of such schedule modification.

ii. An employee who takes a leave of absence without pay shall continue to accrue sick leave and vacation for up to two months subject to any accrual maximums in the employee's collective bargaining agreement. An employee who takes a leave of absence for more than two months will cease accruing vacation and sick leave after the first two months. In order to be eligible for payment for these accruals, an employee must be reinstated from the leave for at least two months.

4. Holidays - Holiday benefits will be paid in accordance with the employee's collective bargaining agreement based upon the leave of absence, except that those on a reduced work schedule shall receive prorata credit for any holiday falling on a day on which he/she is not scheduled to work as a direct result of this program. In no event shall the number of hours of holiday credit exceed that granted to a full-time employee working a standard work schedule.

Examples:

i. Employee on leave of absence for month of July receives no holiday credit for July 4.

ii. Employee reduces schedule to 4-day work week, Monday - Thursday, receives full pay for holiday on Thursday, July 4, (not to exceed the number of hours in a full-time day).

iii. Employee reduces schedule to 4-day work week, with Thursdays off, receives 80% holiday credit (recorded as earned time) despite the fact that he/she was not scheduled to work Thursdays.

iv. Employee reduces schedule from 35 to 32 hours/week by increasing the daily hours scheduled from 7 to 8; the holiday benefit cannot exceed 7 hours, equivalent to that granted a full-time employee. Therefore:

a) if scheduled to work Thursday - receives 7 hours holiday pay for July 4 holiday and may supplement with 1 hour accrued vacation or receives 31 hours pay.

b) if scheduled off on Thursdays - receives 32/35 holiday credit (recorded as earned time).

NOTE: Some agencies will revert to the standard work schedule during holiday weeks, in the same manner in which they currently revert full-time, 4-day work weeks.

5. Workers' Compensation - Benefits will continue to be determined under Statutes.

6. Longevity - An employee shall be entitled to the full longevity benefit without regard to the leave of absence or reduced work schedule. (Payment to an employee on leave under section B.1.i. shall be paid in accordance with Regulation 5-213-1, if applicable.)

7. Working Test Period - An employee on a promotional working test period will be required to successfully complete the equivalent of a full-time working test period. (Employees on an initial working test period are not eligible for the program.)

8. Overtime - Payment shall continue in accordance with the collective bargaining agreement or regulation (if

applicable). Reduction hours will not be counted as time worked in determining eligibility for overtime payments.

9. Pensions -

i. A member of Tier I who is granted a leave of absence without pay under this program will be entitled to purchase credit for each month of leave at the rate of five (5) percent of his/her salary at the time leave is granted, plus interest at five (5) percent per year.

ii. A member to Tier I who is granted a reduction in work schedule under this program will be entitled to purchase credit for a period equivalent to the reduction for each month of the reduction at the rate of five (5) percent of his/her salary at the time he/she applied for the credit.

iii. Time not worked under this program (under any option) will not count towards vesting service under Tier I unless the employee is at least age sixty (60). For employees under Tier II the time will count for both vesting and credited service.

iv. A Tier II member is not required to contribute in order to receive credit for time not worked under this program except that hazardous duty members must make contributions equal to four (4) percent of salary.

10. Miscellaneous Benefits

(a) Where existing collective bargaining agreement(s) provide specific language on qualification for or prorating of

compensation items such as stipends and/or fringe benefits, those contracts shall govern.

(b) In all other disputes involving contractual or statutory benefits or stipends, employees shall be protected from losses which are not specifically described in this Agreement or the written voluntary leave agreements with the Agency that are prepared pursuant to Section A.4. of this Agreement.

(c) In clarification of Section II, subsection 1 of the SEBAC agreement, proration of the five hundred dollar (\$500.00) addition to final average earnings shall only occur for those employees holding part-time positions, not those with reduced schedules pursuant to the voluntary leave agreement between the parties.

APPENDIX B

UNIT AGREEMENTS

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
CONNECTICUT EMPLOYEES UNION INDEPENDENT  
MAINTENANCE AND SERVICE (NP-2) BARGAINING UNIT

In furtherance of the Agreement between the State of Connecticut and the State Employee Bargaining Agent Coalition ("SEBAC"), the State of Connecticut (the "State") and Connecticut Employees Union Independent (the "Union"), agree as follows:

1. The collective bargaining agreement (the "contract") between the State and the Union which is currently in force is hereby extended to June 30, 1994. Article 65 of the contract is therefore revised to provide for an expiration date of June 30, 1994. The contract will be reopened January 2, 1993 for the purpose of negotiating the amount of any general wage increase and effective date thereof for the last year of the agreement (July 1, 1993 - June 30, 1994).

2. Other provisions of the contract are revised and incorporated pursuant to the attached.

3. In all other respects, the provisions of the contract which were in effect during 1990-91 shall continue through June 30, 1994. Economic provisions not otherwise specifically mentioned and increased, such as but not limited to tuition funds, conference funds, night shift differential and weekend differential shall continue at the same rates as established for

the 1990-91 contract year.

4. The State and the Union shall cooperate in expediting five (5) layoff or layoff related cases to arbitration. The Union shall notify the State of the <sup>SP</sup> <sup>lys</sup> cases selected by it to be heard as soon as practical. Each party reserves its full legal rights with regard to any pending unresolved grievance or court proceeding regarding layoffs, furloughs and shutdowns which are not resolved by the Coalition Agreement or separate settlement agreement between the parties.

5. In the event of any inconsistency or ambiguity between this Memorandum and the provisions incorporated by reference with respect to the general SEBAC Agreement relating to transfer or job assignment, the provisions of the collective bargaining agreement shall prevail and control.

6. For purposes of layoff (job security), any employee transferring into the NP-2 unit shall only be entitled to seniority based on the length of continuous service within the NP-2 bargaining unit.

7. The State and Union agree that discussions concerning cross-agency transfer/job assignments under the Early Retirement Program described in the concession agreement shall commence no later than January 17, 1992. If, after thirty (30) days, the State and the Union have not reached agreement, any unresolved issues may be submitted by either party to binding interest arbitration before Jeffrey Selchik as the designated arbitrator.

IN WITNESS WHEREOF, the parties have executed the foregoing Memoranda of Agreement and unit agreement this third day of February, 1992.

STATE OF CONNECTICUT

BY Saranne P. Murray  
Saranne P. Murray  
Negotiator for the State

CONNECTICUT EMPLOYEES UNION INDEPENDENT

BY Steven Perruccio 2/5/92  
Steven Perruccio  
President

TENTATIVE AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

- and -

CONNECTICUT EMPLOYEES UNION INDEPENDENT

MAINTENANCE AND SERVICE (NP-2) BARGAINING UNIT

July 1, 1991 - June 30, 1994

Article 1, Recognition

No change.

Article 2, Entire Agreement

No change.

Article 3, Non-Discrimination and Affirmative Action

No change.

Article 4, No Strikes-No Lockouts

No change.

Article 5, Management Rights

No change.

Article 6, Union Security

No change.

Article 7, Union Rights

No change.

Article 8, Personnel Records

No change.

Article 9, Service Ratings

No change.

Article 10, Training

Revise Section Three, subsections (a), (b) and (c)(i) to read:

(a) Tuition Reimbursement. The State shall allocate fifty thousand dollars (\$50,000) during each contract year for employees to participate in the existing tuition reimbursement program. Employees who participate in qualifying education programs shall be reimbursed up to maximum of ninety dollars (\$90) per credit for undergraduate courses and one hundred and ten dollars (\$110) per credit for graduate courses taken at accredited institutions of higher education for up to a total of eighteen (18) credits per year. Where practicable the employer may adjust an employee's work schedule so as to accommodate course work related to employment.

(b) The State shall allocate forty-five thousand dollars (\$45,000) in each contract year for the purpose of providing relevant education and training to employees in conjunction with the Department of Education or comparable programs. Implementation of such programs shall be by mutual agreement of the parties.

(c) Conference Fund. (i) Twenty-five thousand dollars (\$25,000) shall be allocated per contract year to finance attendance at workshops, seminars or conferences by employees, without loss of pay or benefits. No overtime will be paid nor will compensatory time accrue for travel to or from such activity or attendance at such activity. Such workshops, seminars or conferences must be educational and beneficial to the employee and the agency and shall not include steward training. A maximum of four hundred dollars (\$400) shall be allotted for any one

attendance and no employee will attend more than two conferences, workshops or seminars per year of this agreement. These funds shall be used for payment of fees and/or travel expenses, including such items as meals or lodging.

Delete former Section Three, subsection (c)(ii) and renumber remaining subsections accordingly.

No change in the remainder of this Article.

Article 11, Working Test Period

No change.

Article 12, Seniority

Add to Section One:

For employees with more than six (6) months of State service, seniority shall be bridged for any period of continuous layoff if the employee is reemployed within thirty-six (36) months.

Add to Section One:

For purposes of layoff (job security), an employee who transfers into the NP-2 bargaining unit shall only be entitled to seniority based on the length of continuous service within the NP-2 bargaining unit.

No change in the remainder of this Article.

Article 13, Order of Layoff or Reemployment

No change.

Article 14, Vacancies

No change.

Article 15, Transfers

No change.

Article 16, Grievance Procedure

No change.

Article 17, Dismissal, Suspension, Demotion and Other Discipline

No change.

Article 18, Hours of Work, Work Schedules and Overtime

Revise the first sentence of Section Sixteen (d) to read:

(i) During the life of this Agreement, Section 5-245(b)(1) shall be deemed to exempt from overtime all employees being paid above Salary Group 24, and those unclassified positions which on June 30, 1977 were deemed exempt positions.

In Section Sixteen (d)(iii), change Salary Group 20 to Salary Group 24.

No change in the remainder of this Article.

Article 19, Safety

No change.

Article 20, Compensation

Revise Section One to add new subsections (e) and (f) as follows:

- (e) Effective June 26, 1992, the base annual salary for all bargaining unit employees shall be increased by five percent (5.0%).
- (f) Effective May 14, 1993, the base annual salary for all bargaining unit employees shall be increased by four and one-half percent (4.5%).

Revise Section Two to read:

Anniversary increases (annual increments) shall not be paid for the 1992-93 contract year. Effective with the

contract year 199<sup>3-4</sup>91, employees shall continue to receive anniversary increases (annual increments) in accordance with existing practice.

Revise Section Four to read:

The eighth step added to the salary schedule in 1987-1988 shall continue under this Agreement. Effective July 13, 1990, the eighth step shall be two and one-half percent (2.5%) higher than the seventh step in each contract year salary schedule.

No change in the remainder of this Article.

Article 21, Group Health Insurance

No change.

Article 22, Longevity

No change.

*SP other lgs*

Article 23, Shift and Salary Differentials

Revise Section One to read:

Employees in Salary Group 19 and below whose jobs are regularly assigned to shifts beginning before 6:00 a.m. or after 2:00 p.m., or to "split shifts", or to extended shifts of more than ten (10) hours, shall be entitled to shift differential payment in the amount of sixty-five cents (\$.65) per hour. Eligibility for shift differential payments is tied to the shift, not to the individual's work schedule. Therefore, when an employee works on any established shift section which meets the criteria set forth above, the employee is entitled to the shift differential payments. *S.P. lgs*

Payment is to be made whether the employee works a regular shift or an overtime shift, provided the shift meets the eligibility criteria. Payment shall be made for all hours worked during the eligible shift.

Add new paragraph to Section One:

The following classifications will continue to be eligible for shift differential payments after OJE implementation:

Assistant Supervisor, Central Warehouse  
 Boat Captain  
 Building Superintendent 3  
 Farm Manager  
 Farm Supervisor  
 Laundry Supervisor 3  
 Maintenance Supervisor I (Elect) (HVAC) (Plumber)  
 Maintenance Supervisor II (Adaptive Med.) (Auto)  
 (Carpentry) (General) (Grounds) (Locksmith)  
 (Machine Shop) (Masonry) (Mechanical Equipment)  
 (Office) (Painting) (Tinsmith) *cal for SP*  
 Maintenance Supervisor II (Electrical) (HVAC) (Plumbing)  
 Lead Sawyer, *for SP*  
 Supervisor of Transportation Operations *for SP*  
 Transportation Machine Shop Supervisor  
 Transportation Supervisor (Bridge) (Highway)  
 Transportation Garage Supervisor

Classes under appeal or in existence on January 13, 1989 which have not received an evaluation shall remain eligible for shift differential payments if they are currently eligible, regardless of the results of the appeal or evaluation.

Delete Section Four and renumber sections accordingly.

Revise Section Five, subsection (d) to read:

The weekend differential shall be forty cents (\$.40) per hour.

Revise Section Six to read:

Employees, other than those employed by the Department of Transportation, who are required to supervise or train inmates and such is not a function within their job specification shall be paid a differential of sixty cents (\$.60) per hour for each hour actually worked in such assignment and not while an employee is on leave of any nature.

Revise Section Seven to read:

(a) The extra compensation provided under Item No. 425-Q involving employees who work in freezer storage areas shall be sixty cents (\$.60) per hour.

(b) The extra compensation paid to Department of Transportation employees with fire and crash standby assignments at airports shall be seventy cents (\$.70) per hour.

No change in the remainder of this Article.

Article 24, Retirement

No change.

Article 25, Class Reevaluations

No change.

Article 26, Temporary Service in a Higher Class

No change.

Article 27, Permanent Part-Time Employees

Revise Section Two, subsection (g) to read:

(g) Article 19 - Safety. Section 4: Permanent part-time less than twenty (20) hours per week employees required to wear safety shoes shall receive fifty-five dollars (\$55.00) for the purchase of such shoes at the time of hire and bi-annually thereafter on or about July 15.

No change in the remainder of this Article.

Article 28, Vacations

No change.

Article 29, Sick Leave

No change.

Article 30, Personal Leave

No change.

Article 31, Leave Balances

No change.

Article 32, Paid Leave Conversions

No change.

Article 33, Holidays

No change.

Article 34, Civil Leave and Jury Duty

No change.

Article 35, Military Leave

No change.

Article 36, Pregnancy, Maternal and Parental Leave

No change.

Article 37, Voluntary Leave of Absence

No change.

Article 38, Workers' Compensation

No change.

Article 39, Transfer or Termination Due to Infirmities

No change.

Article 40, Absence from Work Due to Emergency

No change.

Article 41, Meals

No change.

Article 42, Meal Policy

Revise Section Two to read:

At State agencies possessing dining facilities, meals will be supplied to the employee at no cost. At State agencies without dining facilities, the following procedures and schedule of maximum meal allowance will apply:

6:00 a.m.	Breakfast	\$ 4.50
Noon	Lunch	\$ 6.55
6:00 p.m.	Dinner	\$10.60

The above schedule shall remain in effect for the lifetime of the contract unless adjusted by mutual agreement of the State and the Union. Meals will normally be granted no later than two (2) hours of the designated meal times depending upon conditions.

No change in the remainder of this Article.

Article 43, Housing

No change.

Article 44, Maintenance and Service Unit Work

No change.

Article 45, Job Classifications

No change.

Article 46, Uniforms and Equipment

No change.

Article 47, Tolls and Toll Collections

No change.

Article 48, Toll Uniforms

No change.

Article 49, Snow and Ice Assignments

No change.

Article 50, Availability of Employees with a Snow and Ice Assignment During Off-Duty Hours

*SP 1/88*  
No change.

Article 51, Truck Assignments

No change.

*SP 1/88*  
Article 52, Rest Periods During Extended Work or Operations

No change.

Article 53, Snow and Ice Premium Pay

Revise to read:

Bargaining unit employees designated by the employer as having a snow and ice control or removal assignment shall be paid a premium of seventy cents (\$.70) for each hour actually worked on snow and ice control or removal, other than during the regular shift schedule.

Premium pay will be authorized under the above conditions from November 1 through April 30 of each year for the life of the contract.

This premium pay will not be used in computing overtime payment.

Article 54, Exclusion from Hazardous Assignment

No change.

Article 55, Vehicle Assignments/Phone Calls

No change.

Article 56, Deferred Compensation

No change.

Article 57, Employee Expenses

Revise Section Two, subsection (a) to read:

<sup>SP</sup> (a) <sup>A</sup> <sup>for</sup> An employee who is required to travel on employer business shall be reimbursed at the following rates:

Breakfast	\$5.00	
*Lunch	\$7.00	
Dinner	\$16.00	
Miscellaneous	\$4.00	
*Lodging	Up to the maximum as provided by the State Comptroller's listing.	<i>SP on eye</i>

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position may be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services. Advance approval must be obtained, except in emergencies.

<sup>SP</sup> \*Applicable to out-of-state travel or when authorized in accordance with the Standard State Travel Regulations.

No change in remainder of this Article.

Article 58, Damage to Personal Property

Revise the first paragraph to read:

The employer agrees to facilitate the expeditious processing of claims for lost or damaged property to the Claims Commissioner. Eyeglass frames and lenses shall

be replaced in kind, if possible, or by items of equal value. The employer will reimburse an employee for jewelry damaged in the performance of duty up to a maximum of seventy-five dollars (\$75.00).

No change in the remainder of this Article.

Article 59, Volunteer Fire or Ambulance Duty

No change.

Article 60, Miscellaneous

No change.

Article 61, Indemnification

No change.

Article 62, Supersedence

No change.

Article 63, Legislative Action

No change.

Article 64, Savings Clause

No change.

Article 65, Duration of Agreement

Revise to read:

The Agreement shall be effective on July 1, 1991 and shall expire on June 30, 1994.

The provisions of this Agreement having an economic impact shall be applied retroactively to July 1, 1991 unless the provision specifically states otherwise.

This Agreement shall be reopened for the purpose of negotiating the amount of any general wage increase and the effective date thereof for the final year of this Agreement (1993-94).

Negotiations for the reopener and for the successor to this Agreement shall commence with the timetable established under Connecticut General Statute, Section 5-276a.(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party.

1744S

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
CONNECTICUT EMPLOYEES UNION INDEPENDENT  
MAINTENANCE AND SERVICE (NP-2) BARGAINING UNIT

In full and final resolution of the implementation of the Objective Job Evaluation results at the Connecticut Agricultural Experiment Station ("CAES"), the State of Connecticut and the Connecticut Employees Union "Independent" hereby agree to the following:

1. The following classes at the CAES will be assigned to pay groups as follows:

Agricultural Research Aide 1 -- SG 7

Agricultural Research Aide 2 -- SG 9-11

Agricultural Research Aide 3 -- SG 14-15

<sup>SP</sup> Notwithstanding the above, all individuals employed at the CAES ~~as of~~ <sup>on</sup> ~~10/18/91~~ <sup>1/13/90</sup>, will receive upgradings by the round-up method as follows:

Agricultural Research Aide 1 -- SG 7 retroactive  
to 1/13/90

Agricultural Research Aide 2 -- SG 8 retroactive  
to 1/13/89

SG 10 retroactive  
to 1/13/90

Agricultural Research Aide 3 -- SG 13 retroactive  
to 1/13/89

SG 15 retroactive  
to 1/13/90

These upgradings shall also be granted to current employees of the CAES who have left the NP-2 bargaining unit, but remain employed in State service. No retroactive payments shall be made to any individual who is not a current employee of the CAES or who remained in State service.

3. Employees currently classified as Agricultural Research Aide 2 shall, upon promotion to Agricultural Research Aide 3, advance to the appropriate step of SG 15. <sup>SP</sup> Promotions <sup>by</sup> shall be by traditional, rather than round-up method.

4. Upon approval and signing of this Agreement, the arbitration concerning this matter shall be withdrawn and considered settled.

CONNECTICUT EMPLOYEES UNION  
INDEPENDENT

STATE OF CONNECTICUT

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
CONNECTICUT EMPLOYEES UNION INDEPENDENT  
MAINTENANCE AND SERVICE (NP-2) BARGAINING UNIT

In full and final resolution of all disputes between the State of Connecticut (the "State") and the Connecticut Employees Union Independent (the "Union"), concerning the duties and pay rates for the classifications of Maintainer 1-2 and Maintainer 2-3 and for employees assigned to work with those in said classifications, the State and the Union hereby agree to the following:

1. Effective December 27, 1991, incumbents in the classification of Maintainer 1-2 shall be upgraded to Salary Grade 10 by the round-up method, and incumbents in the classification of Maintainer 2-3 shall be upgraded to Salary Grade 12 by the round-up method.

2. It is understood that the upgradings referenced in item 1 apply only to current employees. Whenever a position in the classification of Maintainer 1-2 becomes vacant, it may, in the State's sole discretion, be downgraded. Whenever a position in the classification of Maintainer 2-3 becomes vacant, it may, in the State's sole discretion, be downgraded.

3. The Union agrees to withdraw all grievances, arbitrations, prohibited practice charges, and other claims pending concerning the classifications of Maintainer 1-2 and Maintainer 2-3, including claims, if any, by employees assigned to work with those in said classifications. The Union further agrees that no new claims shall be filed concerning these matters.

CONNECTICUT EMPLOYEES UNION  
INDEPENDENT

STATE OF CONNECTICUT

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1695S/64-65

IN WITNESS WHEREOF, the parties have executed the foregoing Memoranda of Agreement and unit agreement this third day of February, 1992.

STATE OF CONNECTICUT

By

Saranne P. Murray  
Saranne P. Murray  
Negotiator for the State

CONNECTICUT EMPLOYEES UNION INDEPENDENT

By

\_\_\_\_\_  
Steven Perruccio  
President

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Protective Services Employees Coalition, IUPA/IAFF, AFL-CIO ("Union") designated as exclusive bargaining representative under the State Employee Collective Bargaining Act, Conn. Gen. Stat. §5-270 et seq. ("the Act"), and the State of Connecticut Executive Branch (the "State"), including those subdivisions thereof which bargain as separate employers under the Act whose units are covered by this Agreement, for the following bargaining units:

Protective Services

I. LAYOFFS AND FURLOUGHES

1. May and June Layoffs

An employee who was laid off effective May 30, 1991, and who elected to retire effective June 1, 1991, and an employee who was laid off effective June 13, 1991 and who elected to retire effective July 1, 1991, shall be deemed to have made a direct transition from State employment to retirement status and thus be eligible for life insurance pursuant to Conn. Gen. Stat. §5-257(d), partial sick leave payment pursuant to Conn. Gen. Stat. §5-247(a), and prorated longevity pay pursuant to Conn. Gen. Stat. §5-213(b). The statutory provisions referenced herein are those of the General Statutes revised to 1991.

2. October 1991 Expense Reduction Plan

a. Each employee laid off pursuant to the October 1991 ERP shall be offered reinstatement, without back pay or benefits, to the position held prior to layoff. Reinstatements shall be effective January 10, 1992. No employee who would otherwise have qualified for an annual increment, lump sum payment or equivalent shall be denied payment as a result of being on layoff between October 1, and January 10. The terms of reinstatement shall be in accordance with paragraph 5 below. The Unions agree that any and all grievances, arbitrations, prohibited practice charges, lawsuits and other claims concerning such layoffs shall be withdrawn, and that no other claims concerning these layoffs shall be filed or pursued.

b. Each bargaining unit shall select one of the following options concerning the ERP furloughs.

I. For units which have no furlough days as part of their concessions:

A. No payment for furloughs; no withdrawal of claims;

- OR -

B. Individual employee election of:

1. One-half pay and all claims withdrawn or
2. Full pay, with days deducted from the employee's accrued vacation.

- II. For units which have a sufficient number of furlough days as part of their concessions, all of the ERP furlough days shall be credited or applied to the furlough day obligation.
- III. For units which do not have a sufficient number of furlough days as part of their concessions, all of the ERP furlough days shall be credited or applied to the furlough day obligation and the excess shall be in accordance with the unit election as set forth in IA or B above.

Each unit shall make its election by December 31, 1991, in writing, to the Office of Labor Relations. For any election which calls for withdrawal of claims, all grievances, arbitrations, prohibited practice charges, lawsuits and other claims concerning unpaid time under the ERP shall be withdrawn and no other claims concerning same shall be filed or pursued.

3. There shall be no additional layoffs which result in loss of employment during 1991-92. In the event that programmatic changes require additional position eliminations, every effort shall be made to effect such reductions by attrition. If attrition is insufficient, the State and the Unions shall cooperate in effecting transfer or reassignment, within a reasonable commuting distance, and/or retraining of affected employees. This provision is subject to modification in unit agreements.

4. The above shall not apply to grant or federally funded positions eliminated or reduced due to loss of or reduction in funding, or to appointments with termination or end dates. Nor shall this Agreement prevent giving notices of layoff or nonrenewal during 1991-92 for actions to be effective in subsequent year(s), unless expressly provided to the contrary in a unit agreement.

Further, notwithstanding the above, if any employee(s) is/are reinstated prior to July 1, 1992 as a result of a grievance, arbitration, prohibited practice charge, lawsuit or other claim over layoffs/bumping:

(a) If the reinstatement is ordered due to improper selection (e.g. seniority), the State shall have the right to lay off the employee(s) who should have been selected.

(b) If the reinstatement results from a finding of improper subcontracting, the State and the Union shall reopen negotiations for the purpose of discussing means of achieving savings needed through June 30, 1992, if any, to accommodate that reinstatement.

5. Reinstatement from Layoff

a. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall, upon reinstatement, have restored to him/her the accumulated sick leave balance which was in effect as of the date of layoff.

b. Any employee who is reinstated from layoff in accordance with the provisions of this Agreement shall be

eligible to re-enroll in the same level of group life insurance purchased as of the time of layoff, without the waiting period required for new enrollments pursuant to Conn. Gen. Stat. §5-257.

c. An employee who is reinstated pursuant to the terms of this Agreement and who is a member of the Tier I retirement system shall not be eligible for any refund of contributions based on his/her layoff. Any such employee who accepts the State's offer of re-employment shall rescind any pending request for a refund of retirement contributions. If such refund has already been processed, the employee shall repay the full amount to the State Retirement System.

d. Any employee who is reinstated from layoff pursuant to the terms of this Agreement, and who was enrolled in a State group health insurance plan as of the time of his/her layoff shall be reinstated to the same plan effective as soon as possible, subject to rules and procedures of the Comptroller's office. The State shall cooperate in ensuring that, upon enrollment, no employee shall be denied coverage for a previously covered preexisting condition which occurred after layoff and prior to reenrollment.

e. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall have the option to purchase vacation time for which he/she received a lump sum payment at the time of layoff, in accordance with the following:

(1) The employee shall be required to make a written election to purchase vacation, on a form provided by the State. Such election must be made not later than one week following the date of reinstatement, and submitted to the employee's agency personnel office.

(2) The agency shall inform the employee of the payment amount required. The payment amount required shall be the gross wages paid less deductions for retirement contributions, FICA and income tax withholding. (Adjustments for these items shall be made by the State.)

(3) Payment due must be made by the employee to the agency not later than one week following the date of notification of the amount due.

The State shall cooperate in providing information to the Labor Department for any employee who purchases vacation and seeks an adjustment in his/her unemployment compensation.

f. An employee who is offered reinstatement pursuant to the terms of this Agreement and who declines shall retain his/her reemployment rights under the applicable collective bargaining agreement. The State shall not challenge the receipt of unemployment benefits by an employee who remains on layoff.

g. Employees who are reinstated to their original classifications as a result of the reinstatement from layoff or bumping under this Agreement shall have their seniority in the former class restored and bridged upon reemployment.

II. WAGES AND WAGE RELATED SAVINGS

1. Collective Bargaining Increases. Wage increases and modifications thereof shall be implemented in accordance with the terms of the unit agreement attached hereto.

2. Annual Increments, Merit and Equivalent Increases.

All employees shall forego one annual increment, lump sum payment and/or equivalent as provided in the unit agreement attached hereto.

3. Pension Protection. Any employee who retires from State service, under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes any or all of the 1991-92 or 1992-93 contract years for the purpose of calculating his/her final average earnings, shall be entitled to include the wage increases which would have been paid had the provisions of the unit agreement not been implemented.

Any employee who would have received an annual increment in 1992 had the provisions of the unit agreement not been implemented, and who retires from State service under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes 1991-92 and/or 1992-93 contract year earnings for the purpose of calculating his/her final average earnings, shall be entitled to include the sum of five hundred

dollars (\$500.00) (prorated for part-time service) in his/her final average earnings.

Any employee who benefits from this item 3 shall be required to make the applicable employee contributions on the amount of imputed wage increases for which he/she is receiving the benefit. For example, an employee in Tier I of the SERS shall be required to pay two percent (2%) (five percent if in Plan A) on the increase in his/her final average earnings which results from the application of this section.

4. Furloughs. Credit for furlough days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave section of this Agreement.

5. Objective Job Evaluation. Except as may be provided in unit agreements, the provisions of this section shall not affect implementation of objective job evaluation studies according to existing contracts.

### III. WORKERS' COMPENSATION

1. There shall be an expansion of the "safety committee" concept to additional facilities on a trial basis.

2. The parties shall jointly develop fraud avoidance programs.

### IV. LABOR-MANAGEMENT COMMITTEES

1. There will be pilot labor-management committee projects at three State agencies. The agencies selected for 5644S/31

those pilot projects shall be named by the Governor, after consultation with representatives of SEBAC, within thirty (30) days of legislative ratification of this Agreement.

2. Each labor-management committee shall include approximately equal numbers of representatives of the employer and the unions which represent employees at the agency.

3. The discussion topics for these labor-management committees will be focused on issues of economy and efficiency of operation.

4. The committees will make recommendations, with implementation at the discretion of the State. Nothing done by the committees shall be used as a basis for demanding mid-term bargaining, nor shall the discussions be used by either party in any pending or future proceedings in any forum, including but not limited to grievance and interest arbitrations.

#### V. VOLUNTARY LEAVES AND SCHEDULE MODIFICATIONS

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification

which reduces the work week or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours or a leave of absence shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency, and the grant or denial thereof shall not be the subject of or the basis for a collateral attack or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached or leaves granted hereunder.

4. Unpaid leave or reduced hours shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of the parties to agree to this provision as a part of the overall settlement shall be without prejudice, and shall have no value as precedent.

7. This provision, as well as any leaves and schedule modifications granted pursuant to this provision, shall sunset no later than September 1, 1993, unless the appropriate parties

mutually agree to the continuation thereof.

8. Further provisions pertaining to this program are detailed in Appendix A.

#### VI. UNIT AGREEMENTS

The State and the Union have reached a tentative agreement to modify the collective bargaining agreement and implement wage changes and other means of savings as specifically set forth in the unit agreement attached hereto as Appendix B.

#### VII. GENERAL PROVISIONS

1. Those provisions of this Agreement, if any, which modify the Pension Agreement between the State and SEBAC or which affect pension and health insurance issues are subject to ratification by SEBAC.

2. Those provisions of this Agreement which modify and/or extend the collective bargaining agreement have been ratified by the bargaining unit in accordance with applicable rules and procedures of the exclusive bargaining representative.

3. This Agreement is subject to ratification by the General Assembly.

4. Except as otherwise provided in this Agreement or an Appendix, disputes over the application of this provisions of this Agreement shall be resolved through discussion between the parties.

APPENDIX A

VOLUNTARY LEAVE AND SCHEDULE REDUCTION PROGRAM

A. General Provisions

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week, or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours, or a leave of absence, shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency and the grant or denial thereof shall not be the subject of, or the basis for, a collateral attack, or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached, or leaves granted, hereunder.

4. Unpaid leave, or reduced hours, shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits. Any reduction in hours, or leave of absence, pursuant to this program shall not affect the bargaining unit status of the employee participating in the program.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of other parties to agree to this provision as a part of the overall settlement shall be without prejudice and shall have no value as precedent.

7. This Agreement, as well as any leaves and schedule modifications granted pursuant to this Agreement, shall take effect as soon as practicable following legislative approval and shall sunset no later than September 1, 1992, unless the exclusive bargaining representatives and the State mutually agree to the continuation thereof. This agreement shall be construed to have retroactive effect if necessary to cover any leaves granted prior to legislative approval and which began on or after June 1, 1991.

B. Specific Provisions

1. Plan Options

i. Leave of Absence Without Pay - duration between one and twenty-four weeks. Employee shall return to same or similar position upon expiration of the leave.

ii. Sporadic Days Off - pre-scheduled days off of less than one week at a time.

iii. Work Schedule Reductions

Examples: (Based on 35 hr. work week)

- 4 day work week (20% reduction)

- 4 7 1/2-hr. days/wk. (14.3% reduction)
- 4 8-hr. days/wk. (8.6% reduction)
- 9 days/pay period. (10% reduction)
- half-time (e.g. mornings/afternoons) (50% reduction)

iv. Education Leave - days off without pay to participate in educational programs with availability of tuition reimbursement assistance as provided for in collective bargaining agreements.

v. Other - any other mutually agreeable plan which reduces State payroll costs. THE EMPLOYEE'S UNION REPRESENTATIVE (IF APPLICABLE) MUST APPROVE ANY REQUESTS UNDER THIS OPTION.

2. Modifications to Approved Applications - In the event of a financial emergency, an employee who participates in the program shall return to his/her regular work schedule as soon as practicable.

C. Provisions Which May Conflict With Collective Bargaining Agreements

The parties agree that certain benefits should continue to accrue to an employee who participates in this program, notwithstanding contrary provisions which may exist within their collective bargaining agreement. A statement of those benefits is set forth herein:

Effect on Benefits and Status: An employee whose application is approved under this program shall be entitled to benefits as follows:

1. Health and Life Insurance - During the period of any leave of absence, or work schedule reduction, approved in accordance with the agreement, an employee's health and life insurance shall continue on the same basis as prior to the leave of schedule modification. In order to continue these insurance coverages during such leave, the employee shall contribute that portion of the premiums the employee would have been required to contribute had the employee remained an active employee during the leave period.

2. Seniority - An employee shall receive any seniority credit for time lost as a result of a reduced work schedule time or a leave of absence under the agreement. Thus, an employee participation in this program shall receive full seniority credit and will not have seniority prorated.

3. Vacation and Sick Leave Accruals -

i. An employee on a reduced work schedule pursuant to the agreement shall continue to accrue his/her vacation and sick leave at the individual's rate of accrual prior to participation in the program and shall not lose his/her accrual of vacation and sick leave for any month of such schedule modification.

ii. An employee who takes a leave of absence without pay shall continue to accrue sick leave and vacation for up to two months subject to any accrual maximums in the employee's collective bargaining agreement. An employee who takes a leave of absence for more than two months will cease accruing vacation and sick leave after the first two months. In order to be eligible for payment for these accruals, an employee must be reinstated from the leave for at least two months.

4. Holidays - Holiday benefits will be paid in accordance with the employee's collective bargaining agreement based upon the leave of absence, except that those on a reduced work schedule shall receive prorata credit for any holiday falling on a day on which he/she is not scheduled to work as a direct result of this program. In no event shall the number of hours of holiday credit exceed that granted to a full-time employee working a standard work schedule.

Examples:

i. Employee on leave of absence for month of July receives no holiday credit for July 4.

ii. Employee reduces schedule to 4-day work week, Monday - Thursday, receives full pay for holiday on Thursday, July 4, (not to exceed the number of hours in a full-time day).

iii. Employee reduces schedule to 4-day work week, with Thursdays off, receives 80% holiday credit (recorded as earned time) despite the fact that he/she was not scheduled to work Thursdays.

iv. Employee reduces schedule from 35 to 32 hours/week by increasing the daily hours scheduled from 7 to 8; the holiday benefit cannot exceed 7 hours, equivalent to that granted a full-time employee. Therefore:

a) if scheduled to work Thursday - receives 7 hours holiday pay for July 4 holiday and may supplement with 1 hour accrued vacation or receives 31 hours pay.

b) if scheduled off on Thursdays - receives 32/35 holiday credit (recorded as earned time).

NOTE: Some agencies will revert to the standard work schedule during holiday weeks, in the same manner in which they currently revert full-time, 4-day work weeks.

5. Workers' Compensation - Benefits will continue to be determined under Statutes.

6. Longevity - An employee shall be entitled to the full longevity benefit without regard to the leave of absence or reduced work schedule. (Payment to an employee on leave under section B.1.i. shall be paid in accordance with Regulation 5-213-1, if applicable.)

7. Working Test Period - An employee on a promotional working test period will be required to successfully complete the equivalent of a full-time working test period. (Employees on an initial working test period are not eligible for the program.)

8. Overtime - Payment shall continue in accordance with the collective bargaining agreement or regulation (if

applicable). Reduction hours will not be counted as time worked in determining eligibility for overtime payments.

9. Pensions -

i. A member of Tier I who is granted a leave of absence without pay under this program will be entitled to purchase credit for each month of leave at the rate of five (5) percent of his/her salary at the time leave is granted, plus interest at five (5) percent per year.

ii. A member to Tier I who is granted a reduction in work schedule under this program will be entitled to purchase credit for a period equivalent to the reduction for each month of the reduction at the rate of five (5) percent of his/her salary at the time he/she applied for the credit.

iii. Time not worked under this program (under any option) will not count towards vesting service under Tier I unless the employee is at least age sixty (60). For employees under Tier II the time will count for both vesting and credited service.

iv. A Tier II member is not required to contribute in order to receive credit for time not worked under this program except that hazardous duty members must make contributions equal to four (4) percent of salary.

10. Miscellaneous Benefits

(a) Where existing collective bargaining agreement(s) provide specific language on qualification for or prorating of

compensation items such as stipends and/or fringe benefits, those contracts shall govern.

(b) In all other disputes involving contractual or statutory benefits or stipends, employees shall be protected from losses which are not specifically described in this Agreement or the written voluntary leave agreements with the Agency that are prepared pursuant to Section A.4. of this Agreement.

(c) In clarification of Section II, subsection 1 of the SEBAC agreement, proration of the five hundred dollar (\$500.00) addition to final average earnings shall only occur for those employees holding part-time positions, not those with reduced schedules pursuant to the voluntary leave agreement between the parties.

APPENDIX B

UNIT AGREEMENT

STATE OF CONNECTICUT

AND

THE PROTECTIVE SERVICES EMPLOYEES COALITION,  
IUPA/IAFF, AFL-CIO

PROTECTIVE SERVICES (NP-5) BARGAINING UNIT

The State of Connecticut (the "State") and The Protective Services Employees Coalition, IUPA/IAFF, AFL-CIO (the "Union"), agree as follows:

1. The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 1994. The contract is therefore revised to provide for an expiration date of June 30, 1994.

2. Article 20, Section One of the contract between the State and the Union is deleted and the following substituted in lieu thereof:

Effective July 13, 1990, the base annual salary for all employees shall be increased by four percent (4.0%).

Effective July 12, 1991, the base annual salary for all employees shall be increased by five percent (5.0%).

Effective December 13, 1991, the base annual salary for all employees shall be decreased by three percent (3 percent). Effective July 10, 1992, the three percent (3%) increase shall be restored.

Effective May 14, 1993, the base annual salary for all employees shall be increased by four and one-half percent (4.5%).

This agreement shall be reopened for the purpose of negotiating the amount of any general wage increase and the effective date thereof for the final year of the agreement (1993-94).

3. Article 20, Section Two, paragraph 1 of the contract between the State and the Union is revised to read:

Annual Increments. Annual increments will not be paid for the calendar year 1992. Prior thereto and recommencing with the January 1993 annual increment, employees will continue to be eligible for and receive annual increments during the term of this Agreement in accordance with existing practice.

4. Furloughs. Each bargaining unit member shall take two (2) furlough days (the equivalent of two days of pay) during the 1991-92 fiscal year. An employee who cannot be furloughed due to operational requirements shall forego holiday pay. In the event that neither furlough time nor holiday pay is available, the parties shall cooperate in finding another means of having the employee forego the equivalent of two days of pay. Employees may credit the furlough days taken as a result of the October Expense Reduction Plan towards the two (2) furlough days. Credit for furlough days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave Section of this Agreement.

An employee who was laid off and reinstated effective January 10, 1992 shall have his/her ERP furlough days counted toward the two (2) required furlough days. Such employee

shall not be required to serve any additional furlough days for the balance of the 1991-92 fiscal year.

5. The contract is amended to provide four (4) weeks notice of layoff.

6. For the period through June 30, 1992, work schedule modifications which would result in a reduction in scheduled hours shall not be made without the concurrence of the Union.

7. An employee who has achieved permanent status in a classification which requires maintenance of police powers and who is subject to involuntary transfer or reassignment pursuant to the provisions of the Early Retirement Incentive provisions of the SEBAC agreement shall either:

- 1) not be involuntarily transferred/reassigned if not granted police powers for the new assignment, or
- 2) be granted police powers for the new assignment.

8. In all other respects, the provisions of the 1990-1993 contract remain in effect. Economic provisions such as, but not limited to, tuition funds, conference funds, night shift differential and weekend differential shall continue in 1993-94 at the same rates as established for the 1992-93 contract year.

9. Motor Vehicle Inspectors and Sergeants who were upgraded retroactively to Salary Groups 9 and 12 in 1991 and, as a result, are alleged to owe money paid to them in 1988, 1989 and/or 1990 when they were upgraded to ~~Salary Groups 8 and 11~~, shall not be required to reimburse the State for overpayments. In consideration for this agreement, the Union

agrees that, if there is any further upgrading resulting from OJE, it shall only be retroactive to December 29, 1989 and not January 15, 1988. No employee will be placed at a higher step effective December 29, 1989 due to the split retroactivity than he/she would have had without the split retroactivity.

10. This Agreement is subject to approval by the General Assembly.

IN WITNESS WHEREOF, the parties have executed the foregoing Memorandum of Agreement and unit agreement this third day of February, 1992.

STATE OF CONNECTICUT

By Saranne P. Murray  
Saranne P. Murray  
Negotiator for the State

PROTECTIVE SERVICES EMPLOYEES COALITION

By Kathleen Flanagan Beal  
Kathleen Flanagan-Beal  
President

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Connecticut State Employees Association, ("Union"), which is designated as an exclusive bargaining representative under the State Employee Collective Bargaining Act, Conn. Gen. Stat. §5-270 et seq. ("the Act"), and the State of Connecticut Executive Branch (the "State"), for the following bargaining units:

Education Administrators (P-3A)

Education Instructors (P-3B)

Engineering & Scientific Employees (P-4)

I. LAYOFFS AND FURLOUGHS

1. May and June Layoffs

An employee who was laid off effective May 30, 1991, and who elected to retire effective June 1, 1991, and an employee who was laid off effective June 13, 1991 and who elected to retire effective July 1, 1991, shall be deemed to have made a direct transition from State employment to retirement status and thus be eligible for life insurance pursuant to Conn. Gen. Stat. §5-257(d), partial sick leave payment pursuant to Conn. Gen. Stat. §5-247(a), and prorated longevity pay pursuant to Conn. Gen. Stat. §5-213(b). The statutory provisions referenced herein are those of the General Statutes revised to 1991.

2. October 1991 Expense Reduction Plan

a. Each employee laid off pursuant to the October 1991 ERP shall be offered reinstatement, without back pay or benefits, to the position held prior to layoff. Reinstatements shall be effective January 10, 1992. No employee who would otherwise have qualified for an annual increment, lump sum payment or equivalent shall be denied payment as a result of being on layoff between October 1, and January 10. The terms of reinstatement shall be in accordance with paragraph 5 below. The Unions agree that any and all grievances, arbitrations, prohibited practice charges, lawsuits and other claims concerning such layoffs shall be withdrawn, and that no other claims concerning these layoffs shall be filed or pursued.

b. Each bargaining unit shall select one of the following options concerning the ERP furloughs.

I. For units which have no furlough days as part of their concessions:

A. No payment for furloughs; no withdrawal of claims;

- OR -

B. Individual employee election of:

1. One-half pay and all claims withdrawn or
2. Full pay, with days deducted from the employee's accrued vacation.

II. For units which have a sufficient number of furlough days as part of their concessions, all of the ERP furlough days shall be credited or applied to the furlough day obligation.

III. For units which do not have a sufficient number of furlough days as part of their concessions, all of the ERP furlough days shall be credited or applied to the furlough day obligation and the excess shall be in accordance with the unit election as set forth in IA or B above.

Each unit shall make its election by December 31, 1991, in writing, to the Office of Labor Relations. For any election which calls for withdrawal of claims, all grievances, arbitrations, prohibited practice charges, lawsuits and other claims concerning unpaid time under the ERP shall be withdrawn and no other claims concerning same shall be filed or pursued.

3. There shall be no additional layoffs which result in loss of employment during 1991-92. In the event that programmatic changes require additional position eliminations, every effort shall be made to effect such reductions by attrition. If attrition is insufficient, the State and the Unions shall cooperate in effecting transfer or reassignment, within a reasonable commuting distance, and/or retraining of affected employees. This provision is subject to modification

in unit agreements.

4. The above shall not apply to grant or federally funded positions eliminated or reduced due to loss of or reduction in funding, or to appointments with termination or end dates. Nor shall this Agreement prevent giving notices of layoff or nonrenewal during 1991-92 for actions to be effective in subsequent year(s), unless expressly provided to the contrary in a unit agreement.

Further, notwithstanding the above, if any employee(s) is/are reinstated prior to July 1, 1992 as a result of a grievance, arbitration, prohibited practice charge, lawsuit or other claim over layoffs/bumping:

(a) If the reinstatement is ordered due to improper selection (e.g. seniority), the State shall have the right to lay off the employee(s) who should have been selected.

(b) If the reinstatement results from a finding of improper subcontracting, the State and the Union shall reopen negotiations for the purpose of discussing means of achieving savings needed through June 30, 1992, if any, to accommodate that reinstatement.

5. Reinstatement from Layoff

a. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall, upon reinstatement, have restored to him/her the accumulated sick leave balance which was in effect as of the date of layoff.

b. Any employee who is reinstated from layoff in accordance with the provisions of this Agreement shall be eligible to re-enroll in the same level of group life insurance purchased as of the time of layoff, without the waiting period required for new enrollments pursuant to Conn. Gen. Stat. §5-257.

c. An employee who is reinstated pursuant to the terms of this Agreement and who is a member of the Tier I retirement system shall not be eligible for any refund of contributions based on his/her layoff. Any such employee who accepts the State's offer of re-employment shall rescind any pending request for a refund of retirement contributions. If such refund has already been processed, the employee shall repay the full amount to the State Retirement System.

d. Any employee who is reinstated from layoff pursuant to the terms of this Agreement, and who was enrolled in a State group health insurance plan as of the time of his/her layoff shall be reinstated to the same plan effective as soon as possible, subject to rules and procedures of the Comptroller's office. The State shall cooperate in ensuring that, upon enrollment, no employee shall be denied coverage for a previously covered preexisting condition which occurred after layoff and prior to reenrollment.

e. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall have the option

to purchase vacation time for which he/she received a lump sum payment at the time of layoff, in accordance with the following:

(1) The employee shall be required to make a written election to purchase vacation, on a form provided by the State. Such election must be made not later than one week following the date of reinstatement, and submitted to the employee's agency personnel office.

(2) The agency shall inform the employee of the payment amount required. The payment amount required shall be the gross wages paid less deductions for retirement contributions, FICA and income tax withholding. (Adjustments for these items shall be made by the State.)

(3) Payment due must be made by the employee to the agency not later than one week following the date of notification of the amount due.

The State shall cooperate in providing information to the Labor Department for any employee who purchases vacation and seeks an adjustment in his/her unemployment compensation.

f. An employee who is offered reinstatement pursuant to the terms of this Agreement and who declines shall retain his/her reemployment rights under the applicable collective bargaining agreement. The State shall not challenge the receipt of unemployment benefits by an employee who remains on layoff.

## II. WAGES AND WAGE RELATED SAVINGS

1. Collective Bargaining Increases. Wage increases and modifications thereof shall be implemented in accordance with the terms of individual unit agreements attached hereto.

2. Annual Increments, Merit and Equivalent Increases.

a. Except as may be provided in unit agreements, in units which do not have 1991-92 contracts, employees will keep their July 1991 and January 1992 annual increments, merit increases, lump sum payments and/or equivalents. For these units, annual increments, lump sum payments and/or equivalents, shall not be paid for the contract year 1992-93.

b. Except as may be provided in unit agreements, in units which have 1991-92 contracts, employees will keep their July 1991 annual increments, merit increases, lump sum payments and/or equivalents. For these units, annual increments, lump sum payments and/or equivalents, shall not be paid in January 1992 and July 1993.

c. Units with other than July and January dates shall forego one annual increment, lump sum payment and/or equivalent on the applicable dates.

3. Pension Protection. Any employee who retires from State service, under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes any or all of the

1991-92 or 1992-93 contract years for the purpose of calculating his/her final average earnings, shall be entitled to include the wage increases which would have been paid had the provisions of paragraph 1 supra and the related unit agreements not been implemented.

Any employee who would have received an annual increment in 1992-93 had the provisions of paragraph 2, supra, not been implemented, and who retires from State service under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes 1992-93 contract year earnings for the purpose of calculating his/her final average earnings, shall be entitled to include the sum of five hundred dollars (\$500.00) (prorated for part-time service) in his/her final average earnings.

In order to provide pension protection for employees covered by the Alternate Retirement Program ("ARP"), if an employee enrolled exclusively in ARP leaves State service during the period from July 1, 1991 through June 30, 1994, and at the time of separation has at least ten (10) years of actual State service, the State shall make the employer contribution to ARP on the wage increases which would have been paid on his/her salary during the 1991-92 and/or 1992-93 contract years, if the provisions of paragraph 1 supra had not been

implemented. Implementation of this provision is subject to the approval of TIAA-CREF.

Any employee who benefits from this item 3 shall be required to make the applicable employee contributions on the amount of imputed wage increases for which he/she is receiving the benefit. For example, an employee in Tier I of the SERS shall be required to pay two percent (2%) (five percent if in Plan A) on the increase in his/her final average earnings which results from the application of this section.

4. Furloughs. Credit for furlough days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave section of this Agreement.

5. Objective Job Evaluation. Except as may be provided in unit agreements, the provisions of this section shall not affect implementation of objective job evaluation studies according to existing contracts.

### III. WORKERS' COMPENSATION

1. There shall be an expansion of the "safety committee" concept to additional facilities on a trial basis.

2. The parties shall jointly develop fraud avoidance programs.

#### IV. LABOR-MANAGEMENT COMMITTEES

1. There will be pilot labor-management committee projects at three State agencies. The agencies selected for those pilot projects shall be named by the Governor, after consultation with representatives of SEBAC, within thirty (30) days of legislative ratification of this Agreement.

2. Each labor-management committee shall include approximately equal numbers of representatives of the employer and the unions which represent employees at the agency.

3. The discussion topics for these labor-management committees will be focused on issues of economy and efficiency of operation.

4. The committees will make recommendations, with implementation at the discretion of the State. Nothing done by the committees shall be used as a basis for demanding mid-term bargaining, nor shall the discussions be used by either party in any pending or future proceedings in any forum, including but not limited to grievance and interest arbitrations.

#### V. VOLUNTARY LEAVES AND SCHEDULE MODIFICATIONS

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours or a leave of absence shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency, and the grant or denial thereof shall not be the subject of or the basis for a collateral attack or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached or leaves granted hereunder.

4. Unpaid leave or reduced hours shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of the parties to agree to this provision as a part of the overall settlement shall be without prejudice, and shall have no value as precedent.

7. This provision, as well as any leaves and schedule modifications granted pursuant to this provision, shall sunset no later than September 1, 1993, unless the appropriate parties mutually agree to the continuation thereof.

8. Further provisions pertaining to this program are detailed in Appendix A.

## VI. UNIT AGREEMENTS

The State and the Union have reached tentative agreements to extend collective bargaining agreements and implement wage changes and other means of savings as specifically set forth in the unit agreement(s) attached hereto as Appendix B.

## VII. GENERAL PROVISIONS

1. Those provisions of this Agreement, if any, which modify the Pension Agreement between the State and SEBAC or which affect pension and health insurance issues are subject to ratification by SEBAC.

2. Those provisions of this Agreement which modify and/or extend individual unit collective bargaining agreements are subject to ratification by each of the bargaining units in accordance with applicable rules and procedures of the exclusive bargaining representative.

3. Any individual bargaining unit which fails to ratify this Agreement and/or the related unit agreement shall not be entitled to the benefits and protections of this Agreement.

4. This Agreement is subject to ratification by the General Assembly.

5. Except as otherwise provided in this Agreement or an Appendix, disputes over the application of this provisions of this Agreement shall be resolved through discussion between the parties.

## APPENDIX A

### VOLUNTARY LEAVE AND SCHEDULE REDUCTION PROGRAM

#### A. General Provisions

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week, or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours, or a leave of absence, shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency and the grant or denial thereof shall not be the subject of, or the basis for, a collateral attack, or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached, or leaves granted, hereunder.

4. Unpaid leave, or reduced hours, shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits. Any reduction in hours, or leave of absence, pursuant to this program shall not affect the bargaining unit status of the employee participating in the program.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of other parties to agree to this provision as a part of the overall settlement shall be without prejudice and shall have no value as precedent.

7. This Agreement, as well as any leaves and schedule modifications granted pursuant to this Agreement, shall take effect as soon as practicable following legislative approval and shall sunset no later than September 1, 199~~2~~<sup>3</sup>, unless the exclusive bargaining representatives and the State mutually agree to the continuation thereof. This agreement shall be construed to have retroactive effect if necessary to cover any leaves granted prior to legislative approval and which began on or after June 1, 1991.

B. Specific Provisions

1. Plan Options

i. Leave of Absence Without Pay - duration between one and twenty-four weeks. Employee shall return to same or similar position upon expiration of the leave.

ii. Sporadic Days Off - pre-scheduled days off of less than one week at a time.

iii. Work Schedule Reductions

Examples: (Based on 35 hr. work week)

- 4 day work week (20% reduction)

- 4 7 1/2-hr. days/wk. (14.3% reduction)
- 4 8-hr. days/wk. (8.6% reduction)
- 9 days/pay period. (10% reduction)
- half-time (e.g. mornings/afternoons) (50% reduction)

iv. Education Leave - days off without pay to participate in educational programs with availability of tuition reimbursement assistance as provided for in collective bargaining agreements.

v. Other - any other mutually agreeable plan which reduces State payroll costs. THE EMPLOYEE'S UNION REPRESENTATIVE (IF APPLICABLE) MUST APPROVE ANY REQUESTS UNDER THIS OPTION.

2. Modifications to Approved Applications - In the event of a financial emergency, an employee who participates in the program shall return to his/her regular work schedule as soon as practicable.

C. Provisions Which May Conflict With Collective Bargaining Agreements

The parties agree that certain benefits should continue to accrue to an employee who participates in this program, notwithstanding contrary provisions which may exist within their collective bargaining agreement. A statement of those benefits is set forth herein:

Effect on Benefits and Status: An employee whose application is approved under this program shall be entitled to benefits as follows:

1. Health and Life Insurance - During the period of any leave of absence, or work schedule reduction, approved in accordance with the agreement, an employee's health and life insurance shall continue on the same basis as prior to the leave of schedule modification. In order to continue these insurance coverages during such leave, the employee shall contribute that portion of the premiums the employee would have been required to contribute had the employee remained an active employee during the leave period.

2. Seniority - An employee shall receive any seniority credit for time lost as a result of a reduced work schedule time or a leave of absence under the agreement. Thus, an employee participation in this program shall receive full seniority credit and will not have seniority prorated.

3. Vacation and Sick Leave Accruals. -

i. An employee on a reduced work schedule pursuant to the agreement shall continue to accrue his/her vacation and sick leave at the individual's rate of accrual prior to participation in the program and shall not lose his/her accrual of vacation and sick leave for any month of such schedule modification.

ii. An employee who takes a leave of absence without pay shall continue to accrue sick leave and vacation for up to two months subject to any accrual maximums in the employee's collective bargaining agreement. An employee who takes a leave of absence for more than two months will cease accruing vacation and sick leave after the first two months. In order to be eligible for payment for these accruals, an employee must be reinstated from the leave for at least two months.

4. Holidays - Holiday benefits will be paid in accordance with the employee's collective bargaining agreement based upon the leave of absence, except that those on a reduced work schedule shall receive prorata credit for any holiday falling on a day on which he/she is not scheduled to work as a direct result of this program. In no event shall the number of hours of holiday credit exceed that granted to a full-time employee working a standard work schedule.

Examples:

i. Employee on leave of absence for month of July receives no holiday credit for July 4.

ii. Employee reduces schedule to 4-day work week, Monday - Thursday, receives full pay for holiday on Thursday, July 4, (not to exceed the number of hours in a full-time day).

iii. Employee reduces schedule to 4-day work week, with Thursdays off, receives 80% holiday credit (recorded as earned time) despite the fact that he/she was not scheduled to work Thursdays.

iv. Employee reduces schedule from 35 to 32 hours/week by increasing the daily hours scheduled from 7 to 8; the holiday benefit cannot exceed 7 hours, equivalent to that granted a full-time employee. Therefore:

a) if scheduled to work Thursday - receives 7 hours holiday pay for July 4 holiday and may supplement with 1 hour accrued vacation or receives 31 hours pay.

b) if scheduled off on Thursdays - receives 32/35 holiday credit (recorded as earned time).

NOTE: Some agencies will revert to the standard work schedule during holiday weeks, in the same manner in which they currently revert full-time, 4-day work weeks.

5. Workers' Compensation - Benefits will continue to be determined under Statutes.

6. Longevity - An employee shall be entitled to the full longevity benefit without regard to the leave of absence or reduced work schedule. (Payment to an employee on leave under section B.1.i. shall be paid in accordance with Regulation 5-213-1, if applicable.)

7. Working Test Period - An employee on a promotional working test period will be required to successfully complete the equivalent of a full-time working test period. (Employees on an initial working test period are not eligible for the program.)

8. Overtime - Payment shall continue in accordance with the collective bargaining agreement or regulation (if

applicable). Reduction hours will not be counted as time worked in determining eligibility for overtime payments.

9. Pensions -

i. A member of Tier I who is granted a leave of absence without pay under this program will be entitled to purchase credit for each month of leave at the rate of five (5) percent of his/her salary at the time leave is granted, plus interest at five (5) percent per year.

ii. A member to Tier I who is granted a reduction in work schedule under this program will be entitled to purchase credit for a period equivalent to the reduction for each month of the reduction at the rate of five (5) percent of his/her salary at the time he/she applied for the credit.

iii. Time not worked under this program (under any option) will not count towards vesting service under Tier 1 unless the employee is at least age sixty (60). For employees under Tier II the time will count for both vesting and credited service.

iv. A Tier II member is not required to contribute in order to receive credit for time not worked under this program except that hazardous duty members must make contributions equal to four (4) percent of salary.

10. Miscellaneous Benefits

(a) Where existing collective bargaining agreement(s) provide specific language on qualification for or prorating of

compensation items such as stipends and/or fringe benefits, those contracts shall govern.

(b) In all other disputes involving contractual or statutory benefits or stipends, employees shall be protected from losses which are not specifically described in this Agreement or the written voluntary leave agreements with the Agency that are prepared pursuant to Section A.4. of this Agreement.

(c) In clarification of Section II, subsection 1 of the SEBAC agreement, proration of the five hundred dollar (\$500.00) addition to final average earnings shall only occur for those employees holding part-time positions, not those with reduced schedules pursuant to the voluntary leave agreement between the parties.

APPENDIX B

UNIT AGREEMENTS

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
CONNECTICUT STATE EMPLOYEES ASSOCIATION  
EDUCATION ADMINISTRATORS (P3A) CONTRACT

In furtherance of the Agreement between the State of Connecticut and the State Employees Bargaining Agent Coalition, (SEBAC), the State of Connecticut (the "State") and Connecticut State Employees Association (the "Union"), agree as follows:

1. The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 1994. Article 39 of the contract is therefore revised to provide for an expiration date of June 30, 1994.

2. Article 27, Section One of the contract is deleted and the following substituted in lieu thereof:

- (a) Effective July 13, 1990, the base annual salary for all bargaining unit employees shall be increased by four percent (4%).
- (b) Effective July 12, 1991, the base annual salary for all employees shall be increased by five percent (5%).
- (c) Effective December 13, 1991, the base annual salary for all employees shall be decreased by two and one-half percent (2.5%).
- (d) Effective July 10, 1992, the base annual salary shall be increased by two and one-half percent (2.5%).
- (e) Effective May 14, 1993, the base annual salary for all employees shall be increased by four and one-half percent (4.5%).

(f) This agreement will be reopened for the purposes of negotiating the amount of any general wage increase and the effective date thereof for the final year of the agreement (1993-94).

3. Article 27, Section Two of the contract is revised to read:

Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice; provided, however, the annual increment will not be paid for the contract year 1992-93.

4. Article 14, Section Four of the contract shall provide as follows:

In lieu of layoff, an employee with more than three (3) years of continuous state service may bump into a lower class for which qualified within the bargaining unit within an agency. The bumper shall be credited in such lower class with total length of class seniority calculated by adding the seniority previously gained (if applicable) in the lower class to that in the class from which he/she is being laid off and shall bump the employee with the lowest class seniority in such lower class with such lesser class seniority than the bumper, subject to the provisions of Section Two. The bumper shall be paid for service in such lower class and specialty as provided in Regulation 5-239-2(f). In event of a layoff occurring during the thirty-six (36) month period directly following the Division's move to the Department of Human Resources if the move is effected during the period of this Agreement, employees in the Division/Bureau of Rehabilitation Services may exercise bumping rights across agency lines into the Department of Education in accordance with this Section.

5. In all other respects, the provisions of the 1990-1993 contract remain in effect. Economic provisions such as, but not limited to, tuition funds, conference funds, night shift differential and weekend differential shall continue in 1993-94 at the same rates as established for the 1992-93 contract year.

Notwithstanding the above, the State will provide \$185,000 for fiscal year 1991-92 for the purposes of implementing the Merit Evaluation Program rather than \$200,000.

6. Furloughs. Each bargaining unit member shall take five furlough days (the equivalent of five days of pay) during the 1991-92 fiscal year. Employees may credit the furlough days taken as a result of the Expense Reduction Plan towards the five furlough days. Credit for furlough days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave Section of this Agreement. Any employee laid off and recalled to work will not have to take any furlough days.

7. This Agreement is subject to approval by the General Assembly.

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
CONNECTICUT STATE EMPLOYEES ASSOCIATION  
EDUCATION PROFESSIONS (P3B) CONTRACT

In furtherance of the Agreement between the State of Connecticut and the State Employees Bargaining Agent Coalition, (SEBAC), the State of Connecticut (the "State") and Connecticut State Employees Association (the "Union"), agree as follows:

1. The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 1993. Article 59 of the contract is therefore revised to provide for an expiration date of June 30, 1993.

2. Article 19, Section One of the contract between the State and the Union is revised to delete the last sentence and to add the following:

The base annual salary for all employees shall be increased by five and one-quarter (5.25) percent effective June 28, 1991.

The base annual salary for all employees shall be reduced by 2.625% effective December 13, 1991.

The base annual salary for all employees shall be increased by 2.625% effective July 10, 1992.

The base annual salary for all employees shall be increased by four and one-half (4.5) percent effective May 14, 1993.

3. Article 19, Section Eight of the contract between the State and the Union is revised to read:

Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice; provided, however, the annual increment will not be paid for the contract year 1992-93.

4. Furloughs. Each bargaining unit member shall take five furlough days (the equivalent of five days of pay) during the 1991-92 fiscal year. Employees may credit the furlough days taken as a result of the Expense Reduction Plan towards the five furlough days. Credit for furlough days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave Section of this Agreement. Employees who were laid off and recalled to work shall not be required to take any furlough days.

5. In all other respects, the provisions of the existing contract remain in effect. Economic provisions such as, but not limited to, tuition funds, conference funds, night shift differential and weekend differential shall continue for 1992-93 at the same rates as established for the 1991-92 contract year.

6. This Agreement is subject to approval by the General Assembly.

MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

AND

CONNECTICUT STATE EMPLOYEES ASSOCIATION  
ENGINEERING, SCIENTIFIC AND TECHNICAL (P-4) CONTRACT

In furtherance of the Agreement between the State of Connecticut and the State Employee Bargaining Agent Coalition, (SEBAC), the State of Connecticut (the "State") and the Connecticut State Employees Association (the "Union"), agree as follows:

1. The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 1994. Article 58 of the contract is therefore revised to provide for an expiration date of June 30, 1994.

2. Other provisions of the contract are revised pursuant to the attached.

3. Except as provided for in sections 1 and 2 above, the provisions of the existing contract remain in effect in all other respects. Economic provisions such as, but not limited to, tuition funds, conference funds, night shift differential and weekend differential shall continue for 1991-92, 1992-93, 1993-94 at the same rates as established for the 1990-91 contract year.

4. This agreement is subject to approval by the General Assembly.

# MEMORANDUM OF AGREEMENT

## ARTICLE 10

### TRAINING AND TUITION REIMBURSEMENT

**Section Two.** A joint Professional Conference and Workshop Committee shall administer a fund for defraying expenses incurred for attendance by permanent employees at professional seminars, workshops or conferences. The Committee shall be comprised of two (2) representatives from both the State and the Union.

Time off for attendance by members at committee meetings will be without loss of pay or benefits on the condition that such attendance will not exceed one (1) day per month of release. The committee may develop procedures as are necessary to administer the process consistent with the contract and law. The actions or non-actions of the committee are not precedent-setting nor are they subject to collateral attack in any forum.

Requests for use of the fund shall, after approval by the appointing authority, be submitted to the committee for action at least three (3) weeks in advance. Approval by the appointing authority will not be unreasonably denied. A pattern of unreasonable denial of any employee's request may be appealable to the Commissioner of Administrative Services. Upon approval by the Committee, the Agency Head shall forward the request to the Comptroller at least two (2) weeks in advance of the date of attendance.

Agricultural Station employees eligible for expense reimbursement under Addendum Article 10 are not eligible to participate in the Workshop Conference Fund and vice-versa.

There shall be Fifty Thousand Dollars (\$50,000) appropriated to this fund each contract year. In the 1993-1994 contract year the fund shall have Fifty-Five Thousand Dollars (\$55,000) appropriated. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year(s) but the fund will automatically expire on June 30, 1994.

Each eligible employee shall be entitled to a maximum of Four Hundred Dollars (\$400) reimbursement per contract year toward the cost of fees, travel, food, and/or lodging related to attendance at such events.

Notwithstanding the above mentioned maximum, an employee may use the fund once in a two year period for an expenditure in excess of Four Hundred Dollars (\$400) but not greater than Eight Hundred Dollars (\$800). Use of the fund for expenditures of less than Four Hundred Dollars (\$400) will not entitle the employee to use the fund for an additional expenditure in excess of Four Hundred Dollars (\$400) in any two year period (no carry over credit). Reimbursement shall be consistent with standard state travel regulations. Employees who attend training herein will also continue to receive regular pay and benefits.

**Section Three.** The State shall allocate One Hundred Thousand Dollars (\$100,000) for the tuition reimbursement program for each contract year of the term of this Agreement. During the 1993-1994 contract year this allocation shall be increased to One Hundred Ten Thousand Dollars (\$110,000). There will be unlimited carryover of unused monies in the fund from one contract year to the next. The maximum reimbursement rate shall be \$90 per credit for undergraduate courses and \$110 per credit for graduate courses. No employee may be eligible for reimbursement for more than twelve (12) credits in each year of the contract. The previous sentence notwithstanding, an employee attending the State Technical Colleges may be eligible for reimbursement for up to eighteen (18) credits in each year of the contract, provided the academic calendar remains unchanged.

## ARTICLE 12

### SENIORITY

**Section One.** Seniority for all purposes within the Agreement shall be defined as total length of State service including war service.  
**Section Six — delete.**

## ARTICLE 13

### ORDER OF LAYOFF AND REEMPLOYMENT

**Section Two.** (a) Employees with less than three (3) years of continuous State service shall be deemed to have zero seniority for layoff purposes.

(b) An employee whose last annual service rating was unsatisfactory shall be treated for layoff purposes as having lost up to one year of seniority.

(c) In the event of a layoff within a job class, temporary employees and employees who have not completed the initial working test period shall be laid off first, and they shall have no bumping rights.

(d) If the seniority of two or more employees is exactly the same, priority for layoff and recall shall be determined by the lower employee number.

**Section Three.** (c) Within two weeks of the notice specified in Section Three (a), the employee shall provide written notice of whether he/she elects to exercise bumping rights or be laid off. This election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights.

## ARTICLE 16

### HOURS OF WORK

**Section Two.** A shift differential of sixty (60) cents per hour shall be paid to all employees whose regularly assigned shift or tour of duty begins after 2:00 P.M. or before 6:00 A.M. except that any employee whose salary is above the equivalent of Salary Group 23, Step 7, shall not be eligible for such differential. Notwithstanding this provision, employees in the classifications of Computer Operations Supervisor 1 and 2 shall be eligible for shift differential payment.

Effective July 1, 1993, the shift differential shall be increased to sixty-five (65) cents per hour.

**Section Three. Weekend Differential.**

(d) The rate for weekend differential is thirty-five (35) cents per hour. Effective July 1, 1993 the rate shall be increased to forty (40) cents per hour.

## ARTICLE 19

### COMPENSATION

**Section One.** Effective June 26, 1992, the base annual salary for all bargaining unit members shall be increased by five percent (5.0%). Effective May 14, 1993, the base annual salary for all bargaining unit employees shall be increased by four and one-half (4.5%).

**Section Two. Annual Increments.** Employees will continue to be eligible for an receive annual increments during the term of this contract in accordance with existing practice; provided, however, the annual increment will not be paid for the contract year 1992-93.

**Section Four. Maximum Step Employees.** Effective July 1, 1988 and thereafter, those employees at the maximum step of the salary schedule who have received no annual increment shall receive a lump sum payment of 2.5% of their annual rate. Lump sum payments will be made effective when the annual increment would have applied.

An overall service rating of unsatisfactory (as defined in Article 9) may be grounds for denial of these payments.

Employees will continue to be eligible for and receive lump sum payments during the term of this contract in accordance with the above; provided, however, the lump sum payment will not be paid for the contract year 1992-93.

## ARTICLE 21 TRAVEL

During the life of this Agreement, any employee who is required to travel on official State business shall be reimbursed for lodging, mileage and/or meals in accordance with the terms, conditions and rates outlined in the Standard State Travel Regulations in existence on June 30, 1987 subject to such modifications and exceptions as provided herein:

**Section One. Employees Assigned to Construction Projects.** Construction Personnel in the Department of Transportation and the Bureau of Public Works who are presently assigned State vehicles shall continue to use said vehicles. Any employee who is presently assigned a State vehicle may change his/her mind and shift to the use of his/her personal vehicle, at which time he/she shall be entitled to all the benefits accruing to other employees who are using their personal vehicles.

In order to save energy, employees using a State vehicle may, at the option of the appointing authority, garage said vehicle at their home or at the nearest State facility.

Employees utilizing personally-owned vehicles on State business shall be paid \$3.50 per day vehicle use fees. The per day use fee shall be increased to \$4.25 per day effective July 1, 1992. Such fees shall (1) be paid for each day the inspector is required to travel to a work station from April 1 to October 1 or for the period of assignment to a field construction project, whichever is longer, and (2) be in addition to the reimbursement for personally-owned motor vehicles as provided in Article 21, Section 4.

Each employee required by the agency head to use a personally-owned motor vehicle for official State business, shall produce an insurance policy for review by the employer showing that the vehicle to be used is insured in at least the amount required by the Standard State Travel Regulations. The employee will then be reimbursed at the established rate for each mile traveled. Mileage shall be computed as the lesser of the following: (1) From the permanent employment station to and around his/her work area and return or (2) from home to and around his/her work area and return.

The mileage around the work area for which payment will be made will be that distance necessary for the proper performance of the work and actually traveled.

The gathering and moving of samples concrete beams and cylinders or other large or dirty items not normally moved in an automobile will whenever possible be transported by State vehicle. If an employee assigned to use his/her personal vehicle is directed to bring a State vehicle on to a work site, his/her payment for mileage to and from the work site will not be reduced.

If an employee is required to use his/her personal vehicle in areas where heavy traffic or other hazards exist, the State will furnish and attach without damage to the vehicle such lights and/or signs as are necessary.

It is understood that an employee assigned to use a personal vehicle on State work will not be assigned a State vehicle under normal circumstances. However, a State vehicle may be assigned for brief periods under unusual conditions.

When an employee is involved in an accident, damage to State property caused by the driver shall be the responsibility of the agency. The driver may only be assessed for property damage if his/her actions constitute willful or wanton misconduct.

**Section Four.** When authorized in accordance with Standard State Travel Regulations, any employee who is required to travel on employer business shall be reimbursed at the following rates:

Breakfast	\$ 5.00
*Lunch	7.00
Dinner	16.00
Effective July 1, 1992, the rates shall be:	
Breakfast	\$ 6.00
*Lunch	8.00
Dinner	16.00
Effective July 1, 1993, the rates shall be:	
Breakfast	\$ 6.00
*Lunch	8.00
Dinner	18.00

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position may be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.

Employees shall be notified of the minimum insurance requirements prior to using their personal vehicles in the performance of duties. In an emergency situation, an employee who uses his/her personal vehicle shall be reimbursed regardless of the insurance requirement.

\*Applicable to out-of-State travel or when authorized in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.

The mileage reimbursement rate shall be 24 cents subject to readjustment within thirty (30) days, consistent with the readjustment by the U.S. General Services Administration.

## ARTICLE 23 PERMANENT PART-TIME EMPLOYEES

**Section One.** Permanent part-time employees shall receive wages and fringe benefits on a pro rata basis as provided herein.

**Section Two.** Part-time employees who work five (5) days per week shall receive pro rata holiday and personal leave days. Part-time employees who work fewer than five (5) days per week shall receive holiday pay when the holiday falls on their regularly scheduled work day.

**Section Three.** Part-time employees working less than twenty (20) hours shall in the event of layoff have seniority pro-rated and may exercise any bump only to another part-time less than twenty (20) hours position. Contractual requirements of notice in case of layoff shall be half of those requirements provided in Article 13.

**Section Four.** Health insurance coverage shall be available only to those permanent part-time employees who are regularly scheduled to work at least 17.5 hours per week. This provision applies to those part-time employees who on or after July 1, 1991 acquire part-time status.

**Section Five.** Vacation and sick leave shall accrue on a pro-rata basis (hours) for permanent part-time employees.

**Section Six.** Part-time employees working less than twenty (20) hours per week will not receive personal leave days.

**Section Seven.** A permanent full-time employee may request of management that their position be adjusted to a part-time status. If granted, the reduction to part-time shall be considered a temporary arrangement.

## ARTICLE 26 PREGNANCY, MATERNAL AND PARENTAL LEAVE

**Section Two. Parental Leave.** The provisions of C.G.S. Sec. 5-248a (and amendments thereto) and the regulations appurtenant thereto, as they apply to parental leave, shall apply. An employee who is granted a statutory non-disability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave for a period in excess of that described in the request for such leave or the statutory maximum.

A statutory parental leave need not commence immediately following the birth or adoption of a child, but must be completed within the one (1) year period following such birth or adoption.

Holidays which occur during the period covered by the parental leave provisions of C.G.S. Sec. 5-248a shall not be compensated unless the employee is concurrently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with the current practice.

Up to three (3) days of paid leave, deducted from sick leave, will be provided to an employee in connection with the birth, adoption or taking custody of a child.

Effective July 1, 1992 the three (3) days leave for birth, adoption or custody of a child shall be increased to five (5) days.

#### ARTICLE 27 HEALTH AND SAFETY

**Section One.** A Joint Union/Management Safety Committee shall be established to investigate, discuss, and develop corrective measures on specific safety and health matters including but not limited to: (1) working conditions relative to video display terminals, (2) medical monitoring programs for employees exposed to hazardous materials, (3) protective clothing and equipment. Committee proposals shall detail the problem, resolution, the benefit of implementation and costs.

There shall be established an annual fund of \$15,000 for committee proposed safety and health programs. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year(s) but, the fund will automatically expire on June 30, 1994.

Representation on the committee will be equally distributed between Union and Management; each having three (3) members. Each party shall appoint its representatives for the term of the Labor Agreement. The committee shall elect its chairperson and both Union and Management will have one vote on proposals. Proposals, detailed as indicated above, shall be submitted to the Commissioner of Administrative Services for final authorization.

Committee endorsement will be sufficient cause for implementation, within available committee funds, provided the committee can demonstrate that the program or action is related to a legitimate safety or health problem. If the committee endorsement is not implemented the matter may be submitted to arbitration.

#### ARTICLE 43 SICK LEAVE

**Section Four. Family Sick Leave.** In the event of critical illness or severe injury to a member of the immediate family creating an emergency, an eligible employee shall be granted sick leave, provided that not more than five (5) days of sick leave per calendar year shall be granted therefor.

#### ARTICLE 56 EMPLOYEE MEAL CHARGES

At State agencies with employee dining facilities, the rates charged to employees for meals shall be as follows:

Breakfast	\$ 1.75
Lunch	1.50
Dinner	1.50

Effective July 1, 1992, the rates shall increase as follows:

Breakfast	\$ 2.50
Lunch	4.00
Dinner	4.00

#### (New Article) GROUP LIFE INSURANCE

In addition to any life insurance coverage available pursuant to Section 5-257(b) of the Connecticut General Statutes, optional group life insurance coverage up to a maximum of fifty thousand dollars (\$50,000) may be purchased by any employee in the bargaining unit whose yearly gross compensation is at least forty-five thousand five hundred dollars (\$45,500). The actual cost of such optional coverage shall be fully borne by the employee. The State Comptroller shall deduct the necessary amount from the employee's pay and shall pay the premiums on such policy or policies. Any dividends or other refunds or rate credits shall inure to the benefit of the State and shall be applied to the cost of such insurance. Such optional coverage shall not be included when calculating the amount of reduced life insurance coverage due retired employees pursuant to Section 5-257(d) of the Connecticut General Statutes.

#### ARTICLE 58 DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 1991 and shall expire on June 30, 1994. On or after January 1, 1994, either party may request the other to negotiate a successor agreement by mailing such request to the other party whereupon negotiations shall commence as soon as practicable, with a view toward concluding negotiations on or before March 15, 1994.

The parties agree to a wage reopener for the purpose of negotiating the base salary for the third year of the Agreement. Negotiations shall commence within thirty (30) days of receipt of written request by either party, on or after February 15, 1993.

(Agricultural Experiment Station Addendum)

#### ARTICLE 17 LAYOFF

For the purposes of layoffs at the Connecticut Agricultural Experiment Station, the following procedures will apply to the classes of Senior Scientist, Scientist, Associate Scientist, Analytical Scientist, Assistant Scientist 2 and Assistant Scientist 1:

1. A position shall be designated for layoff. In addition to identification by job classification a discipline shall also be specified.
2. The individual holding the designated position shall displace the least senior employee within the same job classification and discipline.
3. The least senior employee in the job classification may bump the least senior employee in a lower classification within the same class series and discipline, provided the bumper has greater seniority.
4. If no employee with less seniority is available in any lower classification in the same class series and discipline, the employee shall be allowed to bump a less senior employee in a lower classification in the class series in another discipline, provided he/she is capable of performing the duties required in such other discipline without further training.
5. The disciplines identified at the Connecticut Agricultural Experiment Station are:

Plant Pathology	Entomology
Ecology	Forestry and Horticulture
Soil and Water	Biochemistry and Genetics
Analytical Chemistry	

MEMORANDUM OF UNDERSTANDING

Effective July 1, 1991 new negotiated provisions for part-time employees were finalized. These negotiations provided for inclusion within the contract coverage those permanent part-time employees who work less than twenty hours per week.

The provisions incorporated into Article 23 of this agreement neither enlarge nor diminish wages or fringe benefits as previously provided to permanent part-time employees working twenty hours and over per week.

IN WITNESS WHEREOF, the parties have executed the foregoing  
Memorandum of Agreement and unit agreements this third day of  
February, 1992.

STATE OF CONNECTICUT

By Saranne P. Murray  
Saranne P. Murray  
Negotiator for the State

CONNECTICUT STATE EMPLOYEES ASSOCIATION

By Robert D. Rinker  
Robert D. Rinker  
Director

## MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Administrative and Residual Employees Union, Local 4200 CSFT, AFT, AFL-CIO ("Union") designated as exclusive bargaining representative under the State Employee Collective Bargaining Act, Conn. Gen. Stat. §5-270 et seq. ("the Act"), and the State of Connecticut Executive Branch (the "State"), including those subdivisions thereof which bargain as separate employers under the Act whose units are covered by this Agreement, for the following bargaining units:

Administrative and Residual Employees

### I. LAYOFFS AND FURLOUGHS

#### 1. May and June Layoffs

An employee who was laid off effective May 30, 1991, and who elected to retire effective June 1, 1991, and an employee who was laid off effective June 13, 1991 and who elected to retire effective July 1, 1991, shall be deemed to have made a direct transition from State employment to retirement status and thus be eligible for life insurance pursuant to Conn. Gen. Stat. §5-257(d), partial sick leave payment pursuant to Conn. Gen. Stat. §5-247(a), and prorated longevity pay pursuant to Conn. Gen. Stat. §5-213(b). The statutory provisions referenced herein are those of the General Statutes revised to 1991.

2. October 1991 Expense Reduction Plan

a. Each employee laid off pursuant to the October 1991 ERP shall be offered reinstatement, without back pay or benefits, to the position held prior to layoff. Reinstatements shall be effective January 10, 1992. No employee who would otherwise have qualified for an annual increment, lump sum payment or equivalent shall be denied payment as a result of being on layoff between October 1, and January 10. The terms of reinstatement shall be in accordance with paragraph 5 below. The Unions agree that any and all grievances, arbitrations, prohibited practice charges, lawsuits and other claims concerning such layoffs shall be withdrawn, and that no other claims concerning these layoffs shall be filed or pursued.

b. Each bargaining unit shall select one of the following options concerning the ERP furloughs.

I. For units which have no furlough days as part of their concessions:

A. No payment for furloughs; no withdrawal of claims;

- OR -

B. Individual employee election of:

1. One-half pay and all claims withdrawn or
2. Full pay, with days deducted from the employee's accrued vacation.

- II. For units which have a sufficient number of furlough days as part of their concessions, all of the ERP furlough days shall be credited or applied to the furlough day obligation.
- III. For units which do not have a sufficient number of furlough days as part of their concessions, all of the ERP furlough days shall be credited or applied to the furlough day obligation and the excess shall be in accordance with the unit election as set forth in IA or B above.

Each unit shall make its election by December 31, 1991, in writing, to the Office of Labor Relations. For any election which calls for withdrawal of claims, all grievances, arbitrations, prohibited practice charges, lawsuits and other claims concerning unpaid time under the ERP shall be withdrawn and no other claims concerning same shall be filed or pursued.

3. There shall be no additional layoffs which result in loss of employment during 1991-92. In the event that programmatic changes require additional position eliminations, every effort shall be made to effect such reductions by attrition. If attrition is insufficient, the State and the Unions shall cooperate in effecting transfer or reassignment, within a reasonable commuting distance, and/or retraining of affected employees. This provision is subject to modification in unit agreements.

4. The above shall not apply to grant or federally funded positions eliminated or reduced due to loss of or reduction in funding, or to appointments with termination or end dates. Nor shall this Agreement prevent giving notices of layoff or nonrenewal during 1991-92 for actions to be effective in subsequent year(s), unless expressly provided to the contrary in a unit agreement.

Further, notwithstanding the above, if any employee(s) is/are reinstated prior to July 1, 1992 as a result of a grievance, arbitration, prohibited practice charge, lawsuit or other claim over layoffs/bumping:

(a) If the reinstatement is ordered due to improper selection (e.g. seniority), the State shall have the right to lay off the employee(s) who should have been selected.

(b) If the reinstatement results from a finding of improper subcontracting, the State and the Union shall reopen negotiations for the purpose of discussing means of achieving savings needed through June 30, 1992, if any, to accommodate that reinstatement.

5. Reinstatement from Layoff

a. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall, upon reinstatement, have restored to him/her the accumulated sick leave balance which was in effect as of the date of layoff.

b. Any employee who is reinstated from layoff in accordance with the provisions of this Agreement shall be eligible to re-enroll in the same level of group life insurance  
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purchased as of the time of layoff, without the waiting period required for new enrollments pursuant to Conn. Gen. Stat.

§5-257.

c. An employee who is reinstated pursuant to the terms of this Agreement and who is a member of the Tier I retirement system shall not be eligible for any refund of contributions based on his/her layoff. Any such employee who accepts the State's offer of re-employment shall rescind any pending request for a refund of retirement contributions. If such refund has already been processed, the employee shall repay the full amount to the State Retirement System.

d. Any employee who is reinstated from layoff pursuant to the terms of this Agreement, and who was enrolled in a State group health insurance plan as of the time of his/her layoff shall be reinstated to the same plan effective as soon as possible, subject to rules and procedures of the Comptroller's office. The State shall cooperate in ensuring that, upon enrollment, no employee shall be denied coverage for a previously covered preexisting condition which occurred after layoff and prior to reenrollment.

e. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall have the option to purchase vacation time for which he/she received a lump sum payment at the time of layoff, in accordance with the following:

(1) The employee shall be required to make a written election to purchase vacation, on a form provided by

the State. Such election must be made not later than one week following the date of reinstatement, and submitted to the employee's agency personnel office.

(2) The agency shall inform the employee of the payment amount required. The payment amount required shall be the gross wages paid less deductions for retirement contributions, FICA and income tax withholding. (Adjustments for these items shall be made by the State.)

(3) Payment due must be made by the employee to the agency not later than one week following the date of notification of the amount due.

The State shall cooperate in providing information to the Labor Department for any employee who purchases vacation and seeks an adjustment in his/her unemployment compensation.

f. An employee who is offered reinstatement pursuant to the terms of this Agreement and who declines shall retain his/her reemployment rights under the applicable collective bargaining agreement. The State shall not challenge the receipt of unemployment benefits by an employee who remains on layoff.

g. Employees who are reinstated to their original classifications as a result of the reinstatement from layoff or bumping under this Agreement shall have their seniority in the former class restored and bridged upon reemployment.

## II. WAGES AND WAGE RELATED SAVINGS

1. Collective Bargaining Increases. Wage increases and modifications thereof shall be implemented in accordance with the terms of the unit agreement attached hereto.

2. Annual Increments, Merit and Equivalent Increases.

All employees shall forego one annual increment, lump sum payment and/or equivalent as provided in the unit agreement attached hereto.

3. Pension Protection. Any employee who retires from State service, under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes any or all of the 1991-92 or 1992-93 contract years for the purpose of calculating his/her final average earnings, shall be entitled to include the wage increases which would have been paid had the provisions of the unit agreement not been implemented.

Any employee who would have received an annual increment in 1992 had the provisions of the unit agreement not been implemented, and who retires from State service under the State Employees' Retirement System ("SERS") or the Teachers'

Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes 1991-92 and/or 1992-93 contract year earnings for the purpose of calculating his/her final average earnings, shall be entitled to include the sum of five hundred dollars (\$500.00) (prorated for part-time service) in his/her final average earnings.

Any employee who benefits from this item 3 shall be required to make the applicable employee contributions on the amount of imputed wage increases for which he/she is receiving the benefit. For example, an employee in Tier I of the SERS shall be required to pay two percent (2%) (five percent if in Plan A) on the increase in his/her final average earnings which results from the application of this section.

4. Furloughs. Credit for furlough days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave section of this Agreement.

5. Objective Job Evaluation. Except as may be provided in unit agreements, the provisions of this section shall not affect implementation of objective job evaluation studies according to existing contracts.

### III. WORKERS' COMPENSATION

1. There shall be an expansion of the "safety committee" concept to additional facilities on a trial basis.

2. The parties shall jointly develop fraud avoidance programs.

#### IV. LABOR-MANAGEMENT COMMITTEES

1. There will be pilot labor-management committee projects at three State agencies. The agencies selected for those pilot projects shall be named by the Governor, after consultation with representatives of SEBAC, within thirty (30) days of legislative ratification of this Agreement.

2. Each labor-management committee shall include approximately equal numbers of representatives of the employer and the unions which represent employees at the agency.

3. The discussion topics for these labor-management committees will be focused on issues of economy and efficiency of operation.

4. The committees will make recommendations, with implementation at the discretion of the State. Nothing done by the committees shall be used as a basis for demanding mid-term bargaining, nor shall the discussions be used by either party in any pending or future proceedings in any forum, including but not limited to grievance and interest arbitrations.

#### V. VOLUNTARY LEAVES AND SCHEDULE MODIFICATIONS

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week or provides enhanced coverage or

efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours or a leave of absence shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency, and the grant or denial thereof shall not be the subject of or the basis for a collateral attack or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached or leaves granted hereunder.

4. Unpaid leave or reduced hours shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of the parties to agree to this provision as a part of the overall settlement shall be without prejudice, and shall have no value as precedent.

7. This provision, as well as any leaves and schedule modifications granted pursuant to this provision, shall sunset no later than September 1, 1993, unless the appropriate parties mutually agree to the continuation thereof.

8. Further provisions pertaining to this program are detailed in Appendix A.

#### VI. UNIT AGREEMENT

The State and the Union have reached a tentative agreement to modify the collective bargaining agreement and implement wage changes and other means of savings as specifically set forth in the unit agreement attached hereto as Appendix B.

#### VII. GENERAL PROVISIONS

1. Those provisions of this Agreement, if any, which modify the Pension Agreement between the State and SEBAC or which affect pension and health insurance issues are subject to ratification by SEBAC.

2. Those provisions of this Agreement which modify and/or extend the collective bargaining agreement have been ratified by the bargaining unit in accordance with applicable rules and procedures of the exclusive bargaining representative.

3. This Agreement is subject to ratification by the General Assembly.

4. Except as otherwise provided in this Agreement or an Appendix, disputes over the application of this provisions of this Agreement shall be resolved through discussion between the parties.

APPENDIX A

VOLUNTARY LEAVE AND SCHEDULE REDUCTION PROGRAM

A. General Provisions

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week, or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours, or a leave of absence, shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency and the grant or denial thereof shall not be the subject of, or the basis for, a collateral attack, or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached, or leaves granted, hereunder.

4. Unpaid leave, or reduced hours, shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits. Any reduction in hours, or leave of absence, pursuant to this program shall not affect the bargaining unit status of the employee participating in the

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of other parties to agree to this provision as a part of the overall settlement shall be without prejudice and shall have no value as precedent.

7. This Agreement, as well as any leaves and schedule modifications granted pursuant to this Agreement, shall take effect as soon as practicable following legislative approval and shall sunset no later than September 1, 1992, unless the exclusive bargaining representatives and the State mutually agree to the continuation thereof. This agreement shall be construed to have retroactive effect if necessary to cover any leaves granted prior to legislative approval and which began on or after June 1, 1991.

B. Specific Provisions

1. Plan Options

i. Leave of Absence Without Pay - duration between one and twenty-four weeks. Employee shall return to same or similar position upon expiration of the leave.

ii. Sporadic Days Off - pre-scheduled days off of less than one week at a time.

iii. Work Schedule Reductions

Examples: (Based on 35 hr. work week)

- 4 day work week (20% reduction)

- 4 7 1/2-hr. days/wk. (14.3% reduction)
- 4 8-hr. days/wk. (8.6% reduction)
- 9 days/pay period. (10% reduction)
- half-time (e.g. mornings/afternoons) (50% reduction)

iv. Education Leave - days off without pay to participate in educational programs with availability of tuition reimbursement assistance as provided for in collective bargaining agreements.

v. Other - any other mutually agreeable plan which reduces State payroll costs. THE EMPLOYEE'S UNION REPRESENTATIVE (IF APPLICABLE) MUST APPROVE ANY REQUESTS UNDER THIS OPTION.

2. Modifications to Approved Applications - In the event of a financial emergency, an employee who participates in the program shall return to his/her regular work schedule as soon as practicable.

C. Provisions Which May Conflict With Collective Bargaining Agreements

The parties agree that certain benefits should continue to accrue to an employee who participates in this program, notwithstanding contrary provisions which may exist within their collective bargaining agreement. A statement of those benefits is set forth herein:

Effect on Benefits and Status: An employee whose application is approved under this program shall be entitled to benefits as follows:

1. Health and Life Insurance - During the period of any leave of absence, or work schedule reduction, approved in accordance with the agreement, an employee's health and life insurance shall continue on the same basis as prior to the leave of schedule modification. In order to continue these insurance coverages during such leave, the employee shall contribute that portion of the premiums the employee would have been required to contribute had the employee remained an active employee during the leave period.

2. Seniority - An employee shall receive any seniority credit for time lost as a result of a reduced work schedule time or a leave of absence under the agreement. Thus, an employee participation in this program shall receive full seniority credit and will not have seniority prorated.

3. Vacation and Sick Leave Accruals -

i. An employee on a reduced work schedule pursuant to the agreement shall continue to accrue his/her vacation and sick leave at the individual's rate of accrual prior to participation in the program and shall not lose his/her accrual of vacation and sick leave for any month of such schedule modification.

ii. An employee who takes a leave of absence without pay shall continue to accrue sick leave and vacation for up to two months subject to any accrual maximums in the employee's collective bargaining agreement. An employee who takes a leave of absence for more than two months will cease accruing vacation and sick leave after the first two months. In order to be eligible for payment for these accruals, an employee must be reinstated from the leave for at least two months.

4. Holidays - Holiday benefits will be paid in accordance with the employee's collective bargaining agreement based upon the leave of absence, except that those on a reduced work schedule shall receive prorata credit for any holiday falling on a day on which he/she is not scheduled to work as a direct result of this program. In no event shall the number of hours of holiday credit exceed that granted to a full-time employee working a standard work schedule.

Examples:

i. Employee on leave of absence for month of July receives no holiday credit for July 4.

ii. Employee reduces schedule to 4-day work week, Monday - Thursday, receives full pay for holiday on Thursday, July 4, (not to exceed the number of hours in a full-time day).

iii. Employee reduces schedule to 4-day work week, with Thursdays off, receives 80% holiday credit (recorded as earned time) despite the fact that he/she was not scheduled to work Thursdays.

iv. Employee reduces schedule from 35 to 32 hours/week by increasing the daily hours scheduled from 7 to 8; the holiday benefit cannot exceed 7 hours, equivalent to that granted a full-time employee. Therefore:

a) if scheduled to work Thursday - receives 7 hours holiday pay for July 4 holiday and may supplement with 1 hour accrued vacation or receives 31 hours pay.

b) if scheduled off on Thursdays - receives 32/35 holiday credit (recorded as earned time).

NOTE: Some agencies will revert to the standard work schedule during holiday weeks, in the same manner in which they currently revert full-time, 4-day work weeks.

5. Workers' Compensation - Benefits will continue to be determined under Statutes.

6. Longevity - An employee shall be entitled to the full longevity benefit without regard to the leave of absence or reduced work schedule. (Payment to an employee on leave under section B.1.i. shall be paid in accordance with Regulation 5-213-1, if applicable.)

7. Working Test Period - An employee on a promotional working test period will be required to successfully complete the equivalent of a full-time working test period. (Employees on an initial working test period are not eligible for the program.)

8. Overtime - Payment shall continue in accordance with the collective bargaining agreement or regulation (if

applicable). Reduction hours will not be counted as time worked in determining eligibility for overtime payments.

9. Pensions -

i. A member of Tier I who is granted a leave of absence without pay under this program will be entitled to purchase credit for each month of leave at the rate of five (5) percent of his/her salary at the time leave is granted, plus interest at five (5) percent per year.

ii. A member to Tier I who is granted a reduction in work schedule under this program will be entitled to purchase credit for a period equivalent to the reduction for each month of the reduction at the rate of five (5) percent of his/her salary at the time he/she applied for the credit.

iii. Time not worked under this program (under any option) will not count towards vesting service under Tier 1 unless the employee is at least age sixty (60). For employees under Tier II the time will count for both vesting and credited service.

iv. A Tier II member is not required to contribute in order to receive credit for time not worked under this program except that hazardous duty members must make contributions equal to four (4) percent of salary.

10. Miscellaneous Benefits

(a) Where existing collective bargaining agreement(s) provide specific language on qualification for or prorating of

compensation items such as stipends and/or fringe benefits, those contracts shall govern.

(b) In all other disputes involving contractual or statutory benefits or stipends, employees shall be protected from losses which are not specifically described in this Agreement or the written voluntary leave agreements with the Agency that are prepared pursuant to Section A.4. of this Agreement.

(c) In clarification of Section II, subsection 1 of the SEBAC agreement, proration of the five hundred dollar (\$500.00) addition to final average earnings shall only occur for those employees holding part-time positions, not those with reduced schedules pursuant to the voluntary leave agreement between the parties.

APPENDIX B

UNIT AGREEMENT

STATE OF CONNECTICUT

AND

ADMINISTRATIVE AND RESIDUAL EMPLOYEES UNION,

LOCAL 4200, AFT/CSFT, AFL-CIO

ADMINISTRATIVE AND RESIDUAL (P-5) BARGAINING UNIT

The State of Connecticut (the "State") and the Administrative and Residual Employees Union, Local 4200, AFT/CSFT, AFL-CIO (the "Union"), agree as follows:

1. The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 1994. Article 44 of the contract is therefore revised to provide for an expiration date of June 30, 1994.

2. Article 24, Section One of the contract is deleted and the following substituted in lieu thereof:

- (a) Effective July 13, 1990, the base annual salary for all bargaining unit employees shall be increased by four percent (4%).
- (b) Effective July 12, 1991, the base annual salary for all employees shall be increased by five percent (5%).
- (c) Effective May 14, 1993, the base annual salary for all employees shall be increased by four and one-half percent (4.5%).
- (d) This agreement will be reopened for the purposes of negotiating the amount of any general wage increase and the effective date thereof for the final year of the agreement (1993-94).
- (e) Effective July 1, 1989 and thereafter, all employees who are on the maximum step of the salary schedule, who receive no Annual Increment, shall receive a lump sum payment of two and one-half percent (2.5%) of their annual rate. Lump sum payments will be paid when the Annual Increment would have applied. The provisions of this section notwithstanding, no lump sum payments shall be made during the calendar year 1992.

3. Article 24, Section Two of the contract is revised to read:

Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice; provided, however, the annual increment will not be paid for the 1992, calendar year.

Employees who are on the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of two and one-half percent (2.5%) of their annual rate. Lump sum payments will be paid when the annual increment would have applied. No lump sum payments shall be made during the calendar year 1992.

4. In all other respects, the provisions of the 1990-1993 contract remain in effect. Economic provisions such as, but not limited to, tuition funds, conference funds, night shift

differential and weekend differential shall continue in 1993-94 at the same rates as established for the 1992-93 contract year.

5. Furloughs. Each bargaining unit member shall take five (5) furlough days (the equivalent of five days of pay) during the 1991-92 fiscal year. Employees may credit the furlough days taken as a result of the October Expense Reduction Plan towards the five (5) furlough days. Credit for furlough days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave Section of this Agreement.

An employee who was laid off and reinstated effective January 10, 1992 shall have his/her ERP furlough days counted toward the five (5) required furlough days. Such employee shall not be required to serve more than one (1) additional furlough day for the balance of the 1991-92 fiscal year.

6. This Agreement is subject to approval by the General Assembly.

IN WITNESS WHEREOF, the parties have executed the foregoing Memorandum of Agreement and unit agreement this third day of February, 1992.

STATE OF CONNECTICUT

By Saranne P. Murray  
Saranne P. Murray  
Negotiator for the State

ADMINISTRATIVE AND RESIDUAL EMPLOYEES UNION

By Patrick J. Carolan  
Patrick Carolan  
President

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the New England Health Care Employees Union, District 1199, SEIU, AFL-CIO ("Union") designated as exclusive bargaining representative under the State Employee Collective Bargaining Act, Conn. Gen. Stat. §5-270 et seq. ("the Act"), and the State of Connecticut Executive Branch (the "State"), including those subdivisions thereof which bargain as separate employers under the Act whose units are covered by this Agreement, for the following bargaining units:

Health Care Paraprofessionals (NP-6)

Health Care Professionals (P-1)

I. LAYOFFS AND FURLOUGHS

1. May and June Layoffs

An employee who was laid off effective May 30, 1991, and who elected to retire effective June 1, 1991, and an employee who was laid off effective June 13, 1991 and who elected to retire effective July 1, 1991, shall be deemed to have made a direct transition from State employment to retirement status and thus be eligible for life insurance pursuant to Conn. Gen. Stat. §5-257(d), partial sick leave payment pursuant to Conn. Gen. Stat. §5-247(a), and prorated longevity pay pursuant to Conn. Gen. Stat. §5-213(b). The statutory provisions referenced herein are those of the General Statutes revised to 1991.

2. October 1991 Expense Reduction Plan

a. Each employee laid off pursuant to the October 1991 ERP shall be offered reinstatement, without back pay or benefits, to the position held prior to layoff.

Reinstatements shall be effective January 10, 1992. No employee who would otherwise have qualified for an annual increment, lump sum payment or equivalent shall be denied payment as a result of being on layoff between October 1, and January 10. The terms of reinstatement shall be in accordance with paragraph 5 below. The Unions agree that any and all grievances, arbitrations, prohibited practice charges, lawsuits and other claims concerning such layoffs shall be withdrawn, and that no other claims concerning these layoffs shall be filed or pursued.

b. Each bargaining unit shall select one of the following options concerning the ERP furloughs.

I. For units which have no furlough days as part of their concessions:

A. No payment for furloughs; no withdrawal of claims;

- OR -

B. Individual employee election of:

1. One-half pay and all claims withdrawn  
or
2. Full pay, with days deducted from the employee's accrued vacation.

- II. For units which have a sufficient number of furlough days as part of their concessions, all of the ERP furlough days shall be credited or applied to the furlough day obligation.
- III. For units which do not have a sufficient number of furlough days as part of their concessions, all of the ERP furlough days shall be credited or applied to the furlough day obligation and the excess shall be in accordance with the unit election as set forth in IA or B above.

Each unit shall make its election by December 31, 1991, in writing, to the Office of Labor Relations. For any election which calls for withdrawal of claims, all grievances, arbitrations, prohibited practice charges, lawsuits and other claims concerning unpaid time under the ERP shall be withdrawn and no other claims concerning same shall be filed or pursued.

3. There shall be no additional layoffs which result in loss of employment during 1991-92. In the event that programmatic changes require additional position eliminations, every effort shall be made to effect such reductions by attrition. If attrition is insufficient, the State and the Unions shall cooperate in effecting transfer or reassignment, within a reasonable commuting distance, and/or retraining of affected employees. This provision is subject to modification in the unit agreements.

4. The above shall not apply to grant or federally funded positions eliminated or reduced due to loss of or reduction in funding, or to appointments with termination or end dates. Nor shall this Agreement prevent giving notices of layoff or nonrenewal during 1991-92 for actions to be effective in subsequent year(s), unless expressly provided to the contrary in a unit agreement.

Further, notwithstanding the above, if any employee(s) is/are reinstated prior to July 1, 1992 as a result of a grievance, arbitration, prohibited practice charge, lawsuit or other claim over layoffs/bumping:

(a) If the reinstatement is ordered due to improper selection (e.g. seniority), the State shall have the right to lay off the employee(s) who should have been selected.

(b) If the reinstatement results from a finding of improper subcontracting, the State and the Union shall reopen negotiations for the purpose of discussing means of achieving savings needed through June 30, 1992, if any, to accommodate that reinstatement.

5. Reinstatement from Layoff

a. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall, upon reinstatement, have restored to him/her the accumulated sick leave balance which was in effect as of the date of layoff.

b. Any employee who is reinstated from layoff in accordance with the provisions of this Agreement shall be eligible to re-enroll in the same level of group life insurance purchased as of the time of layoff, without the waiting period required for new enrollments pursuant to Conn. Gen. Stat. §5-257.

c. An employee who is reinstated pursuant to the terms of this Agreement and who is a member of the Tier I retirement system shall not be eligible for any refund of contributions based on his/her layoff. Any such employee who accepts the State's offer of re-employment shall rescind any pending request for a refund of retirement contributions. If such refund has already been processed, the employee shall repay the full amount to the State Retirement System.

d. Any employee who is reinstated from layoff pursuant to the terms of this Agreement, and who was enrolled in a State group health insurance plan as of the time of his/her layoff shall be reinstated to the same plan effective as soon as possible, subject to rules and procedures of the Comptroller's office. The State shall cooperate in ensuring that, upon enrollment, no employee shall be denied coverage for a previously covered preexisting condition which occurred after layoff and prior to reenrollment.

e. Any employee who is reinstated from layoff pursuant to the terms of this Agreement shall have the option to purchase vacation time for which he/she received a lump

sum payment at the time of layoff, in accordance with the following:

(1) The employee shall be required to make a written election to purchase vacation, on a form provided by the State. Such election must be made not later than one week following the date of reinstatement, and submitted to the employee's agency personnel office.

(2) The agency shall inform the employee of the payment amount required. The payment amount required shall be the gross wages paid less deductions for retirement contributions, FICA and income tax withholding. (Adjustments for these items shall be made by the State.)

(3) Payment due must be made by the employee to the agency not later than one week following the date of notification of the amount due.

The State shall cooperate in providing information to the Labor Department for any employee who purchases vacation and seeks an adjustment in his/her unemployment compensation.

f. An employee who is offered reinstatement pursuant to the terms of this Agreement and who declines shall retain his/her reemployment rights under the applicable collective bargaining agreement. The State shall not challenge the receipt of unemployment benefits by an employee who remains on layoff.

## II. WAGES AND WAGE RELATED SAVINGS

1. Collective Bargaining Increases. Wage increases and modifications thereof shall be implemented in accordance with the terms of individual unit agreements attached hereto.

2. Annual Increments, Merit and Equivalent Increases.

a. Except as may be provided in unit agreements, in units which do not have 1991-92 contracts, employees will keep their July 1991 and January 1992 annual increments, merit increases, lump sum payments and/or equivalents. For these units, annual increments, lump sum payments and/or equivalents, shall not be paid for the contract year 1992-93.

b. Except as may be provided in unit agreements, in units which have 1991-92 contracts, employees will keep their July 1991 annual increments, merit increases, lump sum payments and/or equivalents. For these units, annual increments, lump sum payments and/or equivalents, shall not be paid in January 1992 and July 1993.

c. Units with other than July and January dates shall forego one annual increment, lump sum payment and/or equivalent on the applicable dates.

3. Pension Protection. Any employee who retires from State service, under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes any or all of the 1991-92 or 1992-93 contract years for the purpose of

calculating his/her final average earnings, shall be entitled to include the wage increases which would have been paid had the provisions of paragraph 1 supra and the related unit agreements not been implemented.

Any employee who would have received an annual increment in 1992-93 had the provisions of paragraph 2, supra, not been implemented, and who retires from State service under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes 1992-93 contract year earnings for the purpose of calculating his/her final average earnings, shall be entitled to include the sum of five hundred dollars (\$500.00) (prorated for part-time service) in his/her final average earnings.

In order to provide pension protection for employees covered by the Alternate Retirement Program ("ARP"), if an employee enrolled exclusively in ARP leaves State service during the period from July 1, 1991 through June 30, 1994, and at the time of separation has at least ten (10) years of actual State service, the State shall make the employer contribution to ARP on the wage increases which would have been paid on his/her salary during the 1991-92 and/or 1992-93 contract years, if the provisions of paragraph 1 supra had not been implemented. Implementation of this provision is subject to the approval of TIAA-CREF.

Any employee who benefits from this item 3 shall be required to make the applicable employee contributions on the amount of imputed wage increases for which he/she is receiving the benefit. For example, an employee in Tier I of the SERS shall be required to pay two percent (2%) (five percent if in Plan A) on the increase in his/her final average earnings which results from the application of this section.

4. Furloughs. Credit for furlough days for purposes of pension, longevity, leave accruals and other benefits shall be treated in the same manner as leave under the Voluntary Leave section of this Agreement.

5. Objective Job Evaluation. Except as may be provided in unit agreements, the provisions of this section shall not affect implementation of objective job evaluation studies according to existing contracts.

### III. WORKERS' COMPENSATION

1. There shall be an expansion of the "safety committee" concept to additional facilities on a trial basis.

2. The parties shall jointly develop fraud avoidance programs.

### IV. LABOR-MANAGEMENT COMMITTEES

1. There will be pilot labor-management committee projects at three State agencies. The agencies selected for those pilot projects shall be named by the Governor, after consultation with representatives of SEBAC, within thirty

(30) days of legislative ratification of this Agreement.

2. Each labor-management committee shall include approximately equal numbers of representatives of the employer and the unions which represent employees at the agency.

3. The discussion topics for these labor-management committees will be focused on issues of economy and efficiency of operation.

4. The committees will make recommendations, with implementation at the discretion of the State. Nothing done by the committees shall be used as a basis for demanding mid-term bargaining, nor shall the discussions be used by either party in any pending or future proceedings in any forum, including but not limited to grievance and interest arbitrations.

#### V. VOLUNTARY LEAVES AND SCHEDULE MODIFICATIONS

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours or a leave of absence shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency, and the grant or denial thereof

shall not be the subject of or the basis for a collateral attack or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached or leaves granted hereunder.

4. Unpaid leave or reduced hours shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of the parties to agree to this provision as a part of the overall settlement shall be without prejudice, and shall have no value as precedent.

7. This provision, as well as any leaves and schedule modifications granted pursuant to this provision, shall sunset no later than September 1, 1993, unless the appropriate parties mutually agree to the continuation thereof.

8. Further provisions pertaining to this program are detailed in Appendix A.

#### **VI. UNIT AGREEMENTS**

The State and the Union have reached tentative agreements to extend collective bargaining agreements and

implement wage changes and other means of savings as specifically set forth in the unit agreement(s) attached hereto as Appendix B.

#### VII. GENERAL PROVISIONS

1. Those provisions of this Agreement, if any, which modify the Pension Agreement between the State and SEBAC or which affect pension and health insurance issues are subject to ratification by SEBAC.

2. Those provisions of this Agreement which modify and/or extend individual unit collective bargaining agreements are subject to ratification by each of the bargaining units in accordance with applicable rules and procedures of the exclusive bargaining representative.

3. Any individual bargaining unit which fails to ratify this Agreement and/or the related unit agreement shall not be entitled to the benefits and protections of this Agreement.

4. This Agreement is subject to ratification by the General Assembly.

5. Except as otherwise provided in this Agreement or an Appendix, disputes over the application of this provisions of this Agreement shall be resolved through discussion between the parties.

APPENDIX A  
VOLUNTARY LEAVE AND SCHEDULE REDUCTION PROGRAM

A. General Provisions

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week, or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours, or a leave of absence, shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency and the grant or denial thereof shall not be the subject of, or the basis for, a collateral attack, or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached, or leaves granted, hereunder.

4. Unpaid leave, or reduced hours, shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits. Any reduction in hours, or leave of absence, pursuant to this program shall not affect the bargaining unit status of the employee participating in the program.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of other parties to agree to this provision as a part of the overall settlement shall be without prejudice and shall have no value as precedent.

7. This Agreement, as well as any leaves and schedule modifications granted pursuant to this Agreement, shall take effect as soon as practicable following legislative approval and shall sunset no later than September 1, 1992, unless the exclusive bargaining representatives and the State mutually agree to the continuation thereof. This agreement shall be construed to have retroactive effect if necessary to cover any leaves granted prior to legislative approval and which began on or after June 1, 1991.

B. Specific Provisions

1. Plan Options

i. Leave of Absence Without Pay - duration between one and twenty-four weeks. Employee shall return to same or similar position upon expiration of the leave.

ii. Sporadic Days Off - pre-scheduled days off of less than one week at a time.

iii. Work Schedule Reductions

Examples: (Based on 35 hr. work week)

- 4 day work week (20% reduction)

- 4 7 1/2-hr. days/wk. (14.3% reduction)

- 4 8-hr. days/wk. (8.6% reduction)
- 9 days/pay period. (10% reduction)
- half-time (e.g. mornings/afternoons) (50% reduction)

iv. Education Leave - days off without pay to participate in educational programs with availability of tuition reimbursement assistance as provided for in collective bargaining agreements.

v. Other - any other mutually agreeable plan which reduces State payroll costs. THE EMPLOYEE'S UNION REPRESENTATIVE (IF APPLICABLE) MUST APPROVE ANY REQUESTS UNDER THIS OPTION.

2. Modifications to Approved Applications - In the event of a financial emergency, an employee who participates in the program shall return to his/her regular work schedule as soon as practicable.

C. Provisions Which May Conflict With Collective Bargaining Agreements

The parties agree that certain benefits should continue to accrue to an employee who participates in this program, notwithstanding contrary provisions which may exist within their collective bargaining agreement. A statement of those benefits is set forth herein:

Effect on Benefits and Status: An employee whose application is approved under this program shall be entitled to benefits as follows:

1. Health and Life Insurance - During the period of any leave of absence, or work schedule reduction, approved in accordance with the agreement, an employee's health and life insurance shall continue on the same basis as prior to the leave of schedule modification. In order to continue these insurance coverages during such leave, the employee shall contribute that portion of the premiums the employee would have been required to contribute had the employee remained an active employee during the leave period.

2. Seniority - An employee shall receive any seniority credit for time lost as a result of a reduced work schedule time or a leave of absence under the agreement. Thus, an employee participation in this program shall receive full seniority credit and will not have seniority prorated.

3. Vacation and Sick Leave Accruals -

i. An employee on a reduced work schedule pursuant to the agreement shall continue to accrue his/her vacation and sick leave at the individual's rate of accrual prior to participation in the program and shall not lose his/her accrual of vacation and sick leave for any month of such schedule modification.

ii. An employee who takes a leave of absence without pay shall continue to accrue sick leave and vacation for up to two months subject to any accrual maximums in the employee's collective bargaining agreement. An employee who takes a leave of absence for more than two months will cease

accruing vacation and sick leave after the first two months. In order to be eligible for payment for these accruals, an employee must be reinstated from the leave for at least two months.

4. Holidays - Holiday benefits will be paid in accordance with the employee's collective bargaining agreement based upon the leave of absence, except that those on a reduced work schedule shall receive prorata credit for any holiday falling on a day on which he/she is not scheduled to work as a direct result of this program. In no event shall the number of hours of holiday credit exceed that granted to a full-time employee working a standard work schedule.

Examples:

i. Employee on leave of absence for month of July receives no holiday credit for July 4.

ii. Employee reduces schedule to 4-day work week, Monday - Thursday, receives full pay for holiday on Thursday, July 4, (not to exceed the number of hours in a full-time day).

iii. Employee reduces schedule to 4-day work week, with Thursdays off, receives 80% holiday credit (recorded as earned time) despite the fact that he/she was not scheduled to work Thursdays.

iv. Employee reduces schedule from 35 to 32 hours/week by increasing the daily hours scheduled from 7 to

8; the holiday benefit cannot exceed 7 hours, equivalent to that granted a full-time employee. Therefore:

a) if scheduled to work Thursday - receives 7 hours holiday pay for July 4 holiday and may supplement with 1 hour accrued vacation or receives 31 hours pay.

b) if scheduled off on Thursdays - receives 32/35 holiday credit (recorded as earned time).

NOTE: Some agencies will revert to the standard work schedule during holiday weeks, in the same manner in which they currently revert full-time, 4-day work weeks.

5. Workers' Compensation - Benefits will continue to be determined under Statutes.

6. Longevity - An employee shall be entitled to the full longevity benefit without regard to the leave of absence or reduced work schedule. (Payment to an employee on leave under section B.1.i. shall be paid in accordance with Regulation 5-213-1, if applicable.)

7. Working Test Period - An employee on a promotional working test period will be required to successfully complete the equivalent of a full-time working test period. (Employees on an initial working test period are not eligible for the program.)

8. Overtime - Payment shall continue in accordance with the collective bargaining agreement or regulation (if applicable). Reduction hours will not be counted as time worked in determining eligibility for overtime payments.

9. Pensions -

i. A member of Tier I who is granted a leave of absence without pay under this program will be entitled to purchase credit for each month of leave at the rate of five (5) percent of his/her salary at the time leave is granted, plus interest at five (5) percent per year.

ii. A member to Tier I who is granted a reduction in work schedule under this program will be entitled to purchase credit for a period equivalent to the reduction for each month of the reduction at the rate of five (5) percent of his/her salary at the time he/she applied for the credit.

iii. Time not worked under this program (under any option) will not count towards vesting service under Tier I unless the employee is at least age sixty (60). For employees under Tier II the time will count for both vesting and credited service.

iv. A Tier II member is not required to contribute in order to receive credit for time not worked under this program except that hazardous duty members must make contributions equal to four (4) percent of salary.

10. Miscellaneous Benefits

(a) Where existing collective bargaining agreement(s) provide specific language on qualification for or prorating of compensation items such as stipends and/or fringe benefits, those contracts shall govern.

(b) In all other disputes involving contractual or statutory benefits or stipends, employees shall be protected from losses which are not specifically described in this Agreement or the written voluntary leave agreements with the Agency that are prepared pursuant to Section A.4. of this Agreement.

(c) In clarification of Section II, subsection 1 of the SEBAC agreement, proration of the five hundred dollar (\$500.00) addition to final average earnings shall only occur for those employees holding part-time positions, not those with reduced schedules pursuant to the voluntary leave agreement between the parties.

APPENDIX B  
UNIT AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

AND

NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199,  
SEIU, AFL-CIO

PROFESSIONAL HEALTH CARE EMPLOYEES (P-1) BARGAINING UNIT

The State of Connecticut (the "State") and the New England Health Care Employees Union (the "Union") agree as follows:

1. The collective bargaining agreement between the State and the Union is hereby extended for one year. Accordingly, the expiration date of Article 47 shall be changed from June 30, 1992 to June 30, 1993.

2. The expiration date of the Sunset Clause of Article 6(c) of the contract between the State and the Union is revised to June 30, 1993.

3. Article 9, Section One (a) of the contract is revised to add the following:

Effective for thirteen (13) full pay periods in 1991-92, and extending through July 10, 1992, the base annual salary of all employees shall be decreased by three percent (3%).

Effective May 14, 1993, the base annual salary shall be increased by four and one-half percent (4.5%).

4. Article 9, Section Two of the contract between the State and the Union is revised to read:

Annual Increments. Annual increments will not be paid for the January 1992 and July 1992 increment dates. Otherwise, employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice.

5. The first paragraph of Article 32, Section Two of the contract between the State and the Union is revised to read:

An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the rate of twenty cents (\$.20) per mile. Effective July 1, 1992, mileage reimbursement shall be paid at the rate established by the U.S. General Services Administration. The rate shall be readjusted within thirty (30) days of any readjustment by the U.S. General Services Administration.

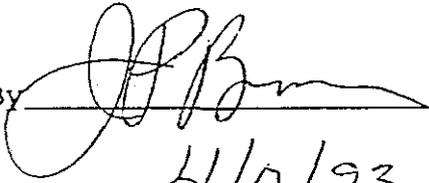
6. In all other respects, the provisions of the existing contract remain in effect. Economic provisions, such as but not limited to tuition funds, conference funds, night shift differential and weekend differential shall continue for 1992-93 at the same rates as established for the 1991-92 contract year.

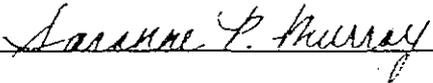
7. All bargaining unit employees shall be assigned two (2) furlough days in 1991-92. Employees who cannot be assigned furlough days due to staffing requirements shall forego two (2) days of holiday pay. It is the intention of this provision that each bargaining unit employee forego two days' wages in contract year 1991-92 without any cost for replacement to the State.

8. This Agreement is subject to approval by the General Assembly.

NEW ENGLAND HEALTH CARE  
EMPLOYEES UNION

STATE OF CONNECTICUT

BY   
Date 4/7/93

BY   
Date 4/15/93

MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

AND

NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199,  
SEIU, AFL-CIO

PARAPROFESSIONAL HEALTH CARE EMPLOYEES (NP-6) BARGAINING UNIT

The State of Connecticut (the "State") and the New England Health Care Employees Union (the "Union") agree as follows:

1. The collective bargaining agreement between the State and the Union is hereby extended for one year. Accordingly, the expiration date of Article 47 shall be changed from June 30, 1992 to June 30, 1993.
2. The expiration date of the Sunset Clause of Article 6(c) of the contract between the State and the Union is revised to June 30, 1993.
3. Article 9, Section One (a) of the contract is revised to add the following:

Effective for thirteen (13) full pay periods in 1991-92, and extending through July 10, 1992, the base annual salary of all employees shall be decreased by three percent (3%).

Effective May 14, 1993, the base annual salary shall be increased by four and one-half percent (4.5%).

4. Article 9, Section One (b) of the contract between the State and the Union is deleted and the following substituted in lieu thereof:

Notwithstanding (a) above, new hires in the classifications listed below shall be paid at the Step One rate in the appropriate Salary Grade less the general wage increase of the contract year in which they were hired. Upon receiving an annual increment, such new employees shall advance to the regular Step Two of the salary schedule. An employee in this status who is denied an annual increment shall be placed on the regular Step One of the salary schedule:

Mental Health Worker Trainee  
Mental Health Worker  
Mental Retardation Worker I  
Children Services Assistant  
Children Services Worker

The provisions of this subsection notwithstanding, an employee in this status who would otherwise have received an annual increment in 1992 but does not receive an increment because this Agreement, shall be placed on Step One of the salary schedule on the date when he/she otherwise would have moved to Step Two.

5. Article 9, Section Two of the contract between the State and the Union is revised to read:

Annual Increments. Annual increments will not be paid for the January 1992 and July 1992 increment dates. Otherwise, employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice.

6. The first paragraph of Article 32, Section Two of the contract between the State and the Union is revised to read:

An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the rate of twenty cents (\$.20) per mile. Effective July 1, 1992, mileage reimbursement shall be paid at the rate established by the U.S. General Services Administration. The rate shall be readjusted within thirty (30) days of any readjustment by the U.S. General Services Administration.

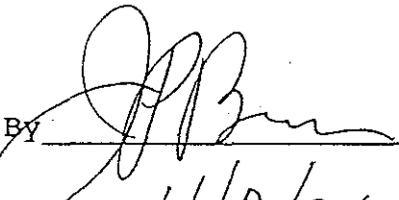
7. In all other respects, the provisions of the existing contract remain in effect. Economic provisions, such as but not limited to tuition funds, conference funds, night shift differential and weekend differential shall continue in 1992-93 at the same rates as established for the 1991-92 contract year.

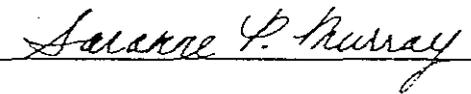
8. All bargaining unit employees shall be assigned two (2) furlough days in 1991-92. Employees who cannot be assigned furlough days due to staffing requirements shall forego two (2) days of holiday pay. It is the intention of this provision that each bargaining unit employee forego two days' wages in contract year 1991-92 without any cost for replacement to the State.

9. This Agreement is subject to approval by the General Assembly.

NEW ENGLAND HEALTH CARE  
EMPLOYEES UNION

STATE OF CONNECTICUT

BY   
Date 4/7/93

BY   
Date 4/13/93

Memorandum of Agreement  
 (Contract Reopener & Extension)  
 NP-6 Health Care Non Professional  
 Estimated Budget Requirement\*

Contract Item	General Fund		
	Fiscal Year 1991-92 \$	Fiscal Year 1992-93 \$	Fiscal Year 1993-94 \$
1991-92 CONTRACT YEAR (REOPENER)			
1. 3% Wage Decrease from 12/13/91 to 6/26/92	(2,147,700)	(165,200)	-
2. No January 1992 Annual Increments Paid	(1,721,300)	(3,729,600)	(3,729,600)
3. 2 Furlough Days - All Employees	(1,070,200)	-	-
TOTAL CONTRACT SAVINGS 1991-92	(4,939,200)	(3,894,800)	(3,729,600)
1992-93 CONTRACT YEAR (EXTENSION)			
Anticipated Budget Requirement		8,056,800	10,670,100
Negotiated Contract			
1. 4.5% Wage Increase Eff. 5/14/93		501,500	6,611,000
2. January 1993 Annual Increments (No July 1992 A.I.'s)		1,721,300	3,729,600
3. Mileage Increase to GSA Rate		Minimal	Minimal
TOTAL CONTRACT ITEMS 1992-93		2,222,800	10,340,600
TOTAL CONTRACT SAVINGS 1992-93		(5,834,000)	(329,500)
TOTAL CONTRACT SAVINGS 1991-93	(4,939,200)	(9,728,800)	(4,059,100)

\* The requirement includes the impact on wages of full-time positions.

Memorandum of Agreement  
 (Contract Reopener & Extension)  
 P-1 Health Care Professional  
 Estimated Budget Requirement\*

Contract Item	General & Transportation Fund		
	Fiscal Year 1991-92	Fiscal Year 1992-93	Fiscal Year 1993-94
	\$	\$	\$
<b>1991-92 CONTRACT YEAR (REOPENER)</b>			
1. 3% Wage Decrease from 12/13/91 to 6/26/92	(1,617,200)	(124,400)	-
2. No January 1992 Annual Increments Paid	(1,060,800)	(2,298,300)	(2,298,300)
3. 2 Furlough Days-All Employees	(806,000)	-	-
<b>TOTAL CONTRACT SAVINGS 1991-92</b>	<b>(3,484,000)</b>	<b>(2,422,700)</b>	<b>(2,298,300)</b>
<b>1992-93 CONTRACT YEAR (EXTENSION)</b>			
Anticipated Budget Requirement:		5,861,100	7,542,800
Negotiated Contract			
1. 4.5% Wage Increase Effect, 5/14/93		376,900	4,942,700
2. January 1993 Annual Increments (No July 1992 A.I.'s Paid)		1,060,800	2,298,300
3. Mileage Increase to GSA Rate		Minimal	Minimal
<b>TOTAL CONTRACT ITEMS 1992-93</b>		<b>1,437,700</b>	<b>7,241,000</b>
<b>TOTAL CONTRACT SAVINGS 1992-93</b>		<b>(4,423,400)</b>	<b>(301,800)</b>
<b>TOTAL CONTRACT SAVINGS 1991-93</b>	<b>(\$3,484,000)</b>	<b>(\$6,846,100)</b>	<b>(\$2,600,100)</b>
<b>FUND SUMMARY</b>			
General Fund	(3,482,600)	(6,843,400)	(2,599,100)
Special Transportation Fund	(1,400)	(2,700)	(1,000)

\* The requirement includes the impact on wages of full-time positions.

SUPERSEDEDENCE APPENDIX

Contract Article

Statute or Regulation  
Amended

Article 32, Section 2

State Travel Regulation