

MEMORANDUM OF AGREEMENT
Between
STATE OF CONNECTICUT
AND
CONNECTICUT EMPLOYEES UNION INDEPENDENT (CEUI), Local 511, SEIU

Except as modified herein, the Collective Bargaining Agreement between the State of Connecticut and Connecticut Employees Union Independent (CEUI), Local 511, SEIU effective July 1, 2008 through June 30, 2011, will continue in full force and effect.

This agreement is made and entered into this **16th** day of **April 2009**, by and between the State of Connecticut and Connecticut Employees Union Independent (CEUI), Local 511, SEIU. This agreement is a result of the joint efforts of the parties to respond to the fiscal conditions of the State of Connecticut and is made pursuant to discussions held between the State of Connecticut and the State Employees Bargaining Agent Coalition (SEBAC).

The existing Collective Bargaining Agreement shall be modified as follows:

The duration of the Collective Bargaining Agreement shall be effective on July 1, 2008 and shall expire on June 30, 2012.

Effective July 4, 2008, the base annual salary for all bargaining unit employees shall be increased by three percent (3.0%);

Effective July 2, 2010, the base annual salary for all bargaining unit employees shall be increased by three percent (3.0%).

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

Employees will continue to be eligible for and receive annual increments in accordance with existing practice and paid accordingly in the pay period following July 1 and/or January 1, based upon the employee's anniversary date for the 08'-09' and the 09'-10' contract years. There shall be no annual increment paid for the 10'-11' contract year. The annual increment for the 11'-12' contract year shall be delayed by three months until the pay period following October 1 or April 1 as appropriate. The lump sum payment shall be paid on the paycheck dates when increments are paid in accordance with the above schedule and may be denied for a "less than good" service rating. There shall be no lump sum payment made for the 10'-11' contract year.

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The section of this agreement pertaining to general wage increases, annual increments, and lump sum payments is in lieu of the Marc D. Greenbaum's arbitration award submitted to the legislature on March 25, 2009. The union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases.

Furlough Days

The parties agree that there shall be mandatory furloughs for all members of the bargaining unit that will take place prior to June 1, 2009 (1 day), prior to June 1, 2010 (3 days), and prior to June 1, 2011 (3 days). Furloughs are defined as scheduled days off from work without pay in accordance with the voluntary schedule reduction program covered by Section 5-248c of the CT General Statutes. The scheduling of such days off shall be with the goal of avoiding any additional costs to the employer and the need to schedule replacement coverage. The value of a furlough day shall be one-tenth of the base biweekly pay for a bargaining unit member on a 26.1 pay period schedule.

It is understood that due to the unique nature of certain operations, it may not be feasible for all employees to take certain fixed dates as their furlough days and it is necessary for management to have flexibility in assigning alternate dates as furlough days. Alternate dates for employees who are unable to take the identified "fixed" dates are to be scheduled in accordance with Agency operating needs and subject to management approval for as soon a time as is practicably possible within the applicable fiscal year, except as noted otherwise.

The furloughs shall be processed as follows:

- o The furlough day shall be **May 22, 2009** for FY09. NP-2 (CEUI) employees are not required to work on May 22, 2009 unless scheduling or operating needs dictate otherwise. The paycheck for the pay period beginning May 22, 2009 and ending June 4, 2009, shall be reduced by one-tenth to accommodate the value of the furlough day (daily rate of pay). It is understood and agreed that it may not be feasible for an employee to be scheduled to take a day off before the end of the fiscal year, and this

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obligation may therefore be extended, but not to exceed 60 days in the next fiscal year.

- The furlough days in FY10 and FY11 shall be **July 6, 2009; November 27, 2009; December 24, 2009; July 2, 2010; November 26, 2010; and December 27, 2010**. NP-2 (CEUI) employees are not required to work on the above identified dates unless scheduling or operating needs dictate otherwise.

- The Connecticut State University System (CSU) shall have alternate fixed furlough days. The furlough days for CSU shall be **May 26, 2009; July 6, 2009; December 24, 2009; July 2, 2010; December 27, 2010; June 1, 2010; and May 31, 2011**.

- The Department of Transportation (DOT) shall have alternate fixed furlough days (as operating needs permit) in lieu of November 27, 2009; December 24, 2009; November 26, 2010; and December 27, 2010 as a result of potential conflicts due to snow and ice season. The alternate fixed furlough days are September 4, 2009; October 9, 2009; September 3, 2010; and October 8, 2010.

- For employees who are unable to take the identified "fixed" dates as their furlough days in FY10 and FY11, the Employer will calculate the value of three (3) days each year at the start of said fiscal year based on the daily rate of pay for each bargaining unit employee as noted above. The Employer will reduce the base biweekly rate of pay throughout the fiscal year for said employees by the total value of the three (3) furlough days that fall within said fiscal year. In exchange for the reduction in pay, bargaining unit employees shall take three (3) days off, to be determined and/or approved by the appointing authority, without additional loss of compensation, as a day in lieu of a voluntary schedule reduction day.

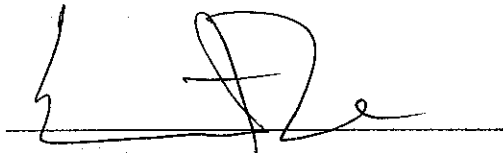
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This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278 and the NP-2 (CEUI) Bargaining Unit Membership vote.

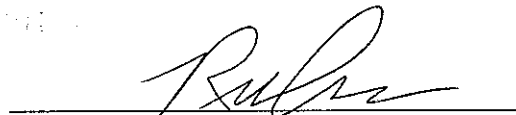
In witness whereof, the parties have affixed their signature as duly authorized collective bargaining agents.

STATE OF CONNECTICUT:

CEUI: *RON McCLELLAN*



A handwritten signature in black ink, appearing to be 'L. De...', written over a horizontal line.



A handwritten signature in black ink, appearing to be 'Ron McClellan', written over a horizontal line.

The State of Connecticut is presently in a severe financial crisis. As a result of such crisis, SEBAC and its constituent unions have negotiated a concession agreement with the State of Connecticut. Due to the very unusual circumstances associated with this agreement, the State has agreed to allow members of CEUI up to two hours off with pay for the purposes of being informed about the agreement and voting thereon.

Such two hour period shall include any travel time.

With regard to the Department of Transportation, meetings shall be held at the beginning or end of the shift and shall last no longer than an hour. Employees shall be allowed to report to work up to one and one-half hours after the start of their shift or be released from work one and one-half hours before the end of their shift. Any employee reporting to work more than one and one-half hours after the start of their shift shall be considered to be late.

With regard to all other affected agency meeting locations, meetings shall be scheduled at a mutually agreed time with an agency. Employees shall be allowed up to an hour and half to attend these meetings.

Additionally, all employees shall be allowed a reasonable amount of time to vote, not to exceed up to one-half hour. The union will use its best efforts to keep the time expended in voting as brief as possible.

With regard to the Department of Transportation, employees shall either be allowed to report to work up to one-half hour after the start of their shift, released from work one-half hour before the end of their shift, or be permitted up to one-half hour during their shift to vote.

The Union shall supply copies of the sign-in sheets with printed names to certify employee attendance at the vote in order for the employee to be paid for such time.

CEUI acknowledges that any practice regarding time off for the explanation of arbitrators' awards or of agreements has ended and the existence of such prior practice shall not be admissible in any future arbitration or prohibited practice. The parties understand that no other Executive Branch SEBAC union will be granted time off for informational meetings to explain this Agreement and/or Interest Arbitration Award.

UNION

RON McLELLAN



State:



Ernest Lowe