

**STIPULATED AGREEMENT
in the matter of
STATE OF CONNECTICUT**

And

AFSCME, CEUI, District 1199 (P-1 and NP-6), CPFU, CSEA, A & R AND CSPU

The State of Connecticut (hereinafter referred to as the "State"), the State Employee Bargaining Agent Coalition (hereinafter referred to as "SEBAC") and the American Federation of State, County and Municipal Employees Union (hereinafter referred to as "AFSCME"), with the exception of the Correctional Bargaining unit (NP-4) which did not take furlough days, Connecticut Employees Union Independent (hereinafter referred to as "CEUI") New England Healthcare Employees Union District 1199 (hereinafter referred to as "1199"), Connecticut Police and Fire Union (hereinafter referred to as "CPFU"), Connecticut State Employees Association (hereinafter referred to as "CSEA"), with the exception of the Correctional Supervisors Bargaining unit (NP-8) which did not take furlough days, Administrative and Residual Union (hereinafter referred to as "A&R") and Connecticut State Police Union (hereinafter referred to as "CSPU") hereby agree to resolve any and all grievances, prohibited practices or other pending actions regarding furlough days provided for in the 2009 SEBAC Agreement affecting the OLR covered units of the units listed herein, as follows:

1. The parties will cooperate in finding a reasonable and non-disruptive mechanism for identifying individuals who are entitled to payments under this agreement.
2. Bargaining unit members who were called in on a regularly scheduled furlough day and did not receive overtime or premium call in pay will be paid at the rate of time and one half for work performed on such day, although the State maintains that they would not be entitled to such half time premium under the statute and regulations regarding Voluntary Schedule Reduction. The Unions shall provide a list of such employees not later than August 1, 2011. The agencies will be asked to verify the list of individuals presented to determine whether or not they would be entitled to payment under the terms of this agreement. The parties will agree on the verified list. Each respective agency shall pay the half time premium as soon as practicable, without interest. Such individuals were appropriately scheduled an alternative furlough day.
3. Bargaining unit members who worked a day during a week where they had a furlough day, shall be paid at the rate of time and one-half for such time, despite the fact that pursuant to the Voluntary Schedule Reduction program through which furloughs are taken does not authorize the payment of such half-time premium. A fund in the amount of \$158,000.00 will be established for the purpose of resolving the overtime grievances of members of the CSPU. A \$192,000.00 fund would be established for the purpose of resolving the grievances of the remaining listed unions with the exception of the 1199 units who has agreed that they are not eligible for payments under this paragraph. The funds set forth herein are capped at the amounts referenced therein and no further funds shall be committed or expended. The Unions shall provide a list of such employees not later than August 1, 2011. The agencies will be asked to verify the list of individuals presented to determine whether or not they would be entitled to payment under the terms of this agreement. The parties will agree on the verified list. Each

respective agency shall pay the half time premium as soon as practicable, without interest.

4. Bargaining unit members who were on workers' compensation at any time during the year when a fixed furlough day occurred (while they were on worker's compensation) shall be paid for any such furlough day they were required to serve when they returned to work. The State maintains they were required to serve the furlough days upon return to work pursuant to the 2009 SEBAC Agreement and the individual agreement regarding furloughs.
5. Bargaining unit members who work ten months a year and were required to take an alternate furlough day if a fixed furlough day occurred when they were not scheduled to work shall be paid for any furlough day they were required to serve at a later time that occurred during their time off.
6. This Stipulated Agreement shall not be considered or construed as any admission of any contractual violation by the State or any agency thereof nor shall the facts underlying such grievances, prohibited practice or other claim or this Agreement. This Stipulated Agreement was entered into solely to avoid Arbitration..
7. This Stipulated Agreement shall not serve as precedent in any pending or future dispute involving any individual employee (except to show that their bargaining unit representative has fully agreed to its terms), or class action grievance, and shall not be admissible as evidence in any arbitration, prohibited practice or any other proceeding involving anyone, except to enforce its terms and as otherwise provided herein.
8. This Stipulated Agreement has absolutely no applicability to the Judicial Branch Employer, any Higher Education Employer or the Division of Criminal Justice. Any attempt by either side to admit this Agreement in any proceeding regarding any of those entities shall result in an immediate stipulated award in a grievance, prohibited practice or other legal action in favor of the opposing side with such remedies as are appropriate..
9. SEBAC and the individual bargaining units hereby agree to withdraw, with prejudice, any and all grievances, prohibited practice complaints, discrimination (CHRO and EEOC) complaints, lawsuits and any other legal or administrative actions filed regarding the issue of furlough days, except those regarding the Judicial Branch agencies, higher education bargaining units, and the division of criminal justice, and to waive any claim of interest on any payments resulting from this Stipulated Agreement. This Stipulated Agreement resolves all outstanding issues involving this matter.
10. Any attempt to admit this Stipulated Agreement in any forum, other than to enforce its terms, shall result in an immediate stipulated award in a grievance, prohibited practice or other legal action in favor of the State with such remedies as are appropriate.

11. In the event that an individual employee files and pursues a grievance, prohibited practice or other legal proceeding, SEBAC agrees that it will not participate or assist in the pursuit of such action and will indicate that there no such viable claim under the collective bargaining agreement.

John Lee 7/8/11
AFSCME Date

Bill 7/8/11
CEUI Date

Wynne Bowler 7-8-11
CFEU Date

Patricia Petersen 7/8/11
CSEA Date

Frank 7/8/2011
District 1199 Date
P-1 and NP-6

Shawn 7/8/2011
A & R Date

Andrew Matthews 7/8/11
CSPU Date

Jocelyn J. Gelmini 6/15/11
Office of Labor Relations Date

Del Bryant 6/15/11
SEBAC Date