

**STIPULATED AGREEMENT  
OLR CASE 12-6162  
UNION CODE 2663-MA**

In full and final settlement of the above captioned matter, the parties agree as follows:

1. The grievance is withdrawn.
2. The State of Connecticut e-mail system may be used to notify P-2 bargaining unit members of the need of a member for donated leave time as provided for in Article 29, Section Seven (e) of the P-2 Contract subject to the below restrictions.
3. A Union representative (Steward or Executive Board member) shall notify the Agency Personnel Administrator (or designee) that the Union is soliciting donated leave for a member and provide the name of the member and the Agency to which s/he is assigned as well as the name of the person to whom the forms are to be sent and to whom questions should be directed. The Agency Personnel Administrator (or designee) shall be responsible for sending the e-mail to employees in that Agency. The e-mail shall contain directions for what form(s) to use, to whom donation forms should be given and who to contact with questions, but the solicitation shall be the only communication made using the State e-mail system. Response or continuing correspondence through e-mail is not permitted and each message will so indicate.
4. The Union shall be responsible for requesting each appropriate agency to send an e-mail to the P-2 employees in the Agency. No agency will be required to send the notice to employees in any other agency.
5. The sending of an e-mail as addressed above shall not in any way be considered to be an endorsement by the agency of the request for donation of leave and the e-mail may, in the discretion of the Agency Personnel Administrator, so state. Additionally, the sending of an e-mail as addressed above does not waive any of the requirements of Article 29, Section Seven (e) of the P-2 Contract in regard to the eligibility of any employee to receive donated leave.

This Agreement is specific to this matter, is with prejudice and without precedent in any matter involving any other issue between the State of Connecticut and the Union. This Agreement shall not be admissible in any proceeding except those involving the application or enforcement of this Agreement and specifically may not be used in support of any contract language proposals except in support of a proposal to append this Agreement to or otherwise include it in the Contract. The parties agree that this Agreement applies only to use of the State e-mail system to solicit donations of leave time. The Union specifically acknowledges that this Agreement does not constitute a waiver of any prohibition by the State of use of the State e-mail or any other system except as specifically described above.

12/10/2009 17:55 FAX

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12/10/2009 THU 15:22 FAX 850 224 3041 AFSCME Council 4

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*Frank Zambaccini* 12-10-09  
For Local 269

*Paul Kelly* 12-10-2009  
For Local 2663

*Brenda May* 12-11-09  
For Local 714

*[Signature]* 12/10/09  
For AFSCME Council 4 Date

*Paul Bodeh* 12/11/09  
For The State Date