MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF CONNECTICUT
AND
THE UNIVERSITY OF CONNECTICUT PROFESSIONAL
EMPLOYEES ASSOCIATION (UCPEA)

Except as modified herein, the Collective Bargaining Agreement between the University of Connecticut and the University of Connecticut Professional Employees Association (UCPEA) effective July 1, 2007 through June 30, 2011 will continue in full force and effect.

In order to help resolve the budget shortfall that currently affects the State of Connecticut in general, and the University of Connecticut in particular, the University of Connecticut and the University of Connecticut Professional Employees Association have agreed to amend the July 1, 2007 through June 30, 2011 Collective Bargaining Agreement, as follows:

1. Article 32, Salary, shall be amended as follows:

   a. There shall be no salary or flat dollar increase in July 2009.

   b. There shall be no merit increase in July 2009, however, the merit process will go forward to preserve a record for the July 2010 merit increase.

2. The provisions of the contract for wage and salary adjustments for July 1, 2010 contained in Article 32.1 d shall remain in full force and effect.

3. The contract shall be extended one year, until June 30, 2012, and as such, the salary article shall be amended as follows:

   32.1 e. Effective July 1, 2011, a 3.25% increase shall be added to the June 30, 2011 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2011.

   Effective July 1, 2011, a flat dollar amount equal to a 0.24% increase in the salary account divided by the number of UCPEA members in the bargaining unit effective January 1, 2011 shall be added to the June 30, 2011 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2011.

* Satisfactorily shall be defined as having not received an overall unsatisfactory evaluation.

32.2 e Effective July 1, 2011, the University shall distribute the equivalent of 1.5% of the gross salary account as merit increases to UCPEA bargaining unit
members. The merit pool shall be divided as follows: 25% shall be distributed as performance merit and 75% shall be distributed as University Merit. These increases shall be added to the June 30, 2011, base annual salary.

The current Article 32.2 e through h shall advance by one letter. i.e., e becomes f, f becomes g, etc.

4. Furlough Days

The parties agree that there shall be mandatory furloughs (or monetary equivalent) 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. 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 in those instances, the employee and management will coordinate to pick mutually acceptable alternate dates as furlough days. The value of a furlough day shall be one-tenth of the biweekly pay for a bargaining unit member on a 26 pay period schedule. The furloughs shall be processed as follows:

a) The furlough day shall be May 22, 2009 for FY09. Members of UCPEA 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 obligation may, therefore, be extended into the next fiscal year.

b) 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. Members of UCPEA are not required to work on the above named dates unless scheduling or operating needs dictate otherwise.

c) For furlough days in FY10 and FY11, the paycheck for the first pay period beginning July 2009, September 2009, November 2009, July 2010, September 2010, and November 2010 shall each be reduced by one-tenth to accommodate the value of the above named furlough days (daily rates of pay).

d) The employee will not be requested to perform work for the University on a furlough day.

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1 The Parties acknowledge that the timing and mechanics of deducting the value of wages from employee's paychecks is still being worked on and paragraph c of this section may change to reflect the final agreement.
e) All matters related to Furlough Days shall be prorated for permanent part-time employees.

5. Layoff Agreement:

A. The Parties agree that during the term of this Agreement there shall be no loss of employment, including loss of employment due to programmatic changes, subject to the following conditions:

1. Applicable only to those hired prior to July 1, 2009.

2. Applicable only through the end of the biennium, (6/30/11).

3. Protection from loss of employment is for permanent employees; does not apply to:

   i. Employees in the initial working test period

   ii. Those who leave at the natural expiration at a fixed appointment term, including expiration of any employee with an end-date

   iii. Expiration of a temporary, durational or special appointment

   iv. Termination of grant or other outside funding specified for a particular position, except when the employee is a permanent employee

   vi. Part-time employees who are not eligible for health insurance benefits

B. This Agreement does not prevent the University from restructuring and eliminating positions provided those affected employees are offered employment in a comparable position at the same salary, and within a one-way commute equal to the greater of the employee’s present commute or 30 miles from his/her home.

If the employee declines the offer of a comparable position, then the employee may be laid off and shall retain all rights under the collective bargaining agreement.

C. The University is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the biennium.

6. If the University’s State funding is reduced below the Governor’s recommended levels, and/or if the Governor exercises her statutory right to rescission during FY 2010 or FY 2011, or if the University’s overall funding falls below current levels, the parties agree that will meet for the purpose of discussing options to address the budget deficit and to discuss whether the parties agree to reopen the contract.

7. This Agreement is subject to approval by the University of Connecticut Board of Trustees.

8. This Agreement is subject to ratification by the University of Connecticut Professional Employees Association.
9. This Agreement is subject to approval by the Connecticut General Assembly pursuant to Connecticut General States § 5-278.

Signed the ___ of ___, 20

Michael J. Hogan  
President, University of Connecticut  
Designated Representative of the  
University of Connecticut Board  
Trustees

M. Kevin Fahey  
President, University of Connecticut  
Professional Employees Association  
Designated Representative of the  
University of Connecticut Professional  
Employees Association