

## MEMORANDUM OF AGREEMENT

One-Year Extension to Collective Bargaining Agreement Expiring June 30, 2009

### IT IS HEREBY STIPULATED, CONSENTED AND AGREED AS FOLLOWS:

This Agreement is made between the Town of Mansfield (the "Town") and CSEA, Local 2001 - Professional and Technical unit (the "Union") in full and final settlement of the 2009 contract negotiations for a successor contract.

- 1) Both parties agree that the collective bargaining agreement expiring June 30, 2009 shall be extended for a period of one year from July 1, 2009 through June 30, 2010 which shall remain in force until a subsequent successor contract is negotiated.
- 2) During the one-year contract extension, all provisions of the collective bargaining agreement shall remain unchanged with the following exceptions:

- a. There shall be no step increases awarded to employees for the Fiscal Year period from July 1, 2009 through June 30, 2010.

It is hereby agreed, acknowledged and understood that certain bargaining unit employees with anniversary dates nearing the end of the Fiscal Year 2008-2009 (June 30, 2009) may be awarded a step increase for the Fiscal Year ending June 30, 2009; but that, due to the evaluation process and the payroll process, such step increases awarded through June 30, 2009 if any may be paid retroactively during Fiscal Year 2009-2010.

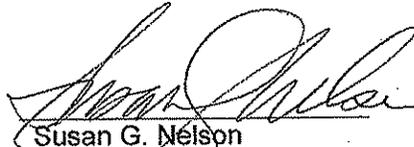
- b. There shall be no longevity payments made to eligible employees for the period of July 1, 2009 through June 30, 2010.
- c. There shall be no general wage increase awarded or paid for the Fiscal Year period of July 1, 2009 through June 30, 2010.
- 3)
  - a. The parties agree that a primary objective of this agreement is to preserve the integrity of the workforce and to limit reductions in force.
  - b. The Town represents that it has notified the union and each employee whose hours are to be affected by budget cuts during the term of this Agreement, and intends no reductions in force within the bargaining unit beyond those announced by the Town to date.
  - c. Nothing herein shall be construed to prevent the Town from electing not to fill a vacancy.
  - d. In the event that the final Town budget deviates significantly from that proposed by the Town Manager upon which this agreement is based, and

the Town is considering any reduction in force as a result, the Town agrees to bargain in good faith with the Union over any such proposed reduction in force in order to consider alternatives including, but not limited to, furloughs, voluntary layoffs, retirements, flex time, alternative work week, etc.

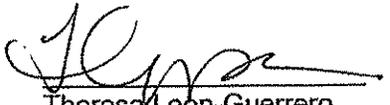
- 4) All provisions relating to health insurance shall remain unchanged.
- 5) In the event that intergovernmental revenues actually received by the Town from the State of Connecticut for the Fiscal Year 2009-2010 deviate from the amount upon which the Town Manager's budget is based in an amount equal to or greater than \$500,000, the parties agree to meet and collaboratively discuss whether any adjustment to this agreement is appropriate at that time. (For example, in the event of an increase in funds, adjustments to be discussed would be increases in wages, hours or benefits, and in the event of a decrease in funds, adjustments to be discussed would be reductions in force or in hours.)
- 6) The parties agree and acknowledge that this Agreement is subject to the ratification of both the Town and the Union. The negotiating committees for the Town and the Union further agree to support and recommend the ratification of this Agreement. Once ratified, the parties understand and agree that this Agreement fully and finally resolves the 2009 contract negotiations for a successor contract to the 2006-2009 collective bargaining agreement.

  
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Matthew W. Hart  
Town Manager

04/21/2009  
Date

  
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Susan G. Nelson  
Counsel, CSEA/SEIU  
Local 2001

4/21/09  
Date

  
\_\_\_\_\_  
Theresa Leon-Guerrero  
Union President