

Memorandum of Agreement Frequently Asked Questions

This is a tentative agreement. What is the next step?

Each union local will be conducting a vote by the membership on whether to ratify this agreement. Ballots will be returned to Council 94 and counted on October 6, 2009.

What happens if this agreement is not ratified?

Given the seriousness of the budget deficit, layoffs will be conducted within those unions who have not ratified.

If layoffs are to occur, will they be laying off the last 1000 employees hired?

No. The Administration has stated that layoffs will be identified by least senior in the job classification in the department, division, agency or bargaining unit as provided for in the current contract.

What is the timeframe for this agreement?

The agreement would take effect upon ratification and would be effective through June 30, 2011. Upon expiration, the Master Contract language then controls.

What are the key elements of the agreement?

1. Language providing for no layoffs, shutdown days, furlough days or additional pay reduction days through June 30, 2011;
2. Pay Reductions for Fiscal Year 2010 and Fiscal Year 2011;
3. The 3% across-the-board salary increase shall be implemented on January 2, 2011 rather than on July 1, 2010;
4. Language providing employees the opportunity for voluntary leave without pay;
5. Language on transfer, reorganization, elimination or consolidation of functions, programs, units, divisions or departments within the Executive Branch through June 30, 2011.

What is the guarantee that our union will not be asked for additional shutdown days, furlough days or additional pay reduction days during the life of this agreement?

If ratified, this agreement would be entered as a court order enforceable by the courts.

What is the schedule for the pay reductions?

If the union members ratify the agreement, the schedule of pay reductions for FY 2010 and FY 2011 are as follows:

Fiscal Year 2010 (July 1, 2009 – June 30, 2010)

	Pay Period	Paycheck
1	9/27/09-10/10/09	10/16/09
2	10/25/09-11/7/09	11/13/09
3	11/22/09-12/5/09	12/11/09
4	12/20/09-1/2/10	1/8/10
5	1/17/10-1/30/10	2/5/10
6	2/28/10-3/13/10	3/19/10
7	3/28/10-4/10/10	4/16/10
8	4/25/10-5/8/10	5/14/10

Fiscal Year 2011 (July 1, 2010 – June 30, 2011)

	Pay Period	Paycheck
1	1/2/2011-1/15/2011	1/21/2011
2	1/30/2011-2/12/2011	2/18/2011
3	2/27/2011-3/12/2011	3/18/2011
4	3/27/2011-4/9/2011	4/15/2011

How does the credited leave work?

For each pay reduction, employees will accrue one and one quarter (1.25) days of **paid leave** in each of the payroll periods identified above (for a maximum of **fifteen (15) days**). This leave will accrue to part-time employees on a pro rated basis.

Employees may request to **discharge** these paid leave days beginning with any pay period following the pay period in which it was earned and prior to termination from State service. There is no expiration date by which you must discharge the leave and, with supervisor approval, it can be discharged in any increment.

Can you cash out these days?

For Fiscal Year 2010, employees may carry up to four (4) paid leave days for cash payment upon termination from state service due to retirement, voluntary termination or death. Payment will be at the hourly rate in the pay period of 9/27/09-10/10/09, paycheck of 10/16/09.

For Fiscal Year 2011, employees may carry up to four (4) paid leave days for cash payment upon termination from state service due to retirement, voluntary termination or death. Payment to be at the hourly rate in the pay period of 1/2/2011-1/15/2011, paycheck of 1/21/2011.

When the salary increase is implemented on January 2, 2011, it is retroactive back to July 1, 2010?

No. The 3% across-the-board salary increase shall be implemented on January 2, 2011 rather than on July 1, 2010 with no retroactivity.

How does the voluntary leave without pay provision work?

Under this agreement, employees may voluntarily request to go leave without pay, subject to his or her supervisor's approval, in lieu of paid leave time. Leave without pay, as in any instance, does affect your bi-weekly accrual of paid leave and your contributions towards retirement.

What's happening to the non-union people?

The non-union employees in the Executive Branch will be subject to the same delay in the salary increase and the same pay reductions as detailed above for the union members.

Does the reorganization language mean that I can be moved from place to place whenever my supervisor feels like it?

No. The language in the agreement provides a mechanism for the transfer of employees when affected by the reorganization, elimination or consolidation of functions, programs, units, divisions or departments within the Executive Branch.

Why was this reorganization language necessary?

The State agreed to the provision of no layoffs through June 30, 2011. Under the current contract, when the number of employees affected by reorganization exceeds the number of available assignments or vacancies, those excess employees are subject to layoff under the contract language. Because this agreement prevents layoffs from occurring, language needed to be included that allowed the State, through June 30, 2011, to move these excess employees to available transfer assignments with no loss of pay or benefits.

If I am an “affected” employee, do I have a choice in the transfer assignment?

Employees will be offered transfer assignments based on primary seniority (i.e. length of service in his or her current classification). The affected employee may:

- Elect the available transfer assignment or
- Displace the least senior employee in his/her classification in his/her current Division on the basis of primary seniority, if available.
- Should there be no least senior employee in his/her classification in his/her current Division on the basis of primary seniority, then the affected employee may elect to displace the least senior employee in his/her classification in his/her current Department on the basis of primary seniority, if available.
- The employee so displaced shall accept the transfer assignment offered by the State.
- If there is no employee with less primary seniority in his/her current Division or Department, the affected employee shall accept the transfer assignment offered by the State.

If I am an “affected” employee, what happens to my job title and union affiliation as a result of this transfer?

Nothing. Employees who are transferred as a result of the above will remain in the same job title, pay grade and bargaining unit. When an affected employee is transferred, he or she will remain in his or her respective bargaining unit until the employee vacates the position. The State will use primary seniority (i.e. length of service in his or her current classification) when scheduling vacation and overtime opportunities and no employee will experience a loss in wages, hours or health benefits as a result of a transfer assignment.