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OFFICE OF POLICY AND MANAGEMENT

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Office of Labor Relations

OFFICE OF THE HOUSE CLERK
GAREY E. COLEMAN, CLERK

April 1, 2009

Mr. Garey E. Coleman
Clerk of the House
State Capitol
Hartford, CT 06106

SUBJ: A STIPULATED AGREEMENT between the State of Connecticut and the Connecticut Police and Fire Union (formerly know as Protective Services Employees Coalition) . **Motor Fuel Tax, Intergovernmental Enforcement Activity.**

Dear Mr. Coleman:

In accordance with Section 5-278(b) of the Connecticut General Statutes, the Office of Labor Relations hereby files with the Clerks of the House of Representatives and of the Senate, a Stipulated Agreement between the State of Connecticut and the Connecticut Police and Fire Union on behalf of their NP-5 Bargaining Unit members. This Agreement provides for expenditure of up to \$65, 000 per year in federal funds (Federal Project No. FT08 (002)) for overtime payments, fringe benefits, supplies and other expenditures related to this initiative.

Enclosed is the Office of Policy and Managements statement of the estimated cost necessary to implement the Agreement. Approval by the General Assembly is requested.

Very truly yours,


Linda J. Yelmir
Director of Labor Relations

Robert Genuario, Secretary, OPM
John Bacewicz, OPM
Brenda Halpin, Comptrollers' Office
Office of Fiscal Analysis
William Boucher, President, PSEC

**OFFICE OF POLICY AND MANAGEMENT COST ESTIMATE OF
STIPULATED AGREEMENT ON MOTOR FUEL TAX
INTERGOVERNMENTAL ENFORCEMENT ACTIVITY BETWEEN THE**

**STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES**

And

PROTECTIVE SERVICES EMPLOYEES COALITION, IUOA/IAFF, AFL-CIO

This allows the payment of time and one-half cash overtime to individuals involved in Motor Fuel Intergovernmental Enforcement weekend inspections. This is a joint enforcement effort between the Department of Revenue Services and Department of Motor Vehicles. The stipulated agreement provides for the expenditure of up to \$65,000 per year in federal funds (Federal Project No. FT08 (002)) for overtime payments, fringe benefits, supplies and other expenditures related to this initiative. Of this amount, it is estimated that \$42,000 will be expended for the overtime payments. Any remaining funds each year rollover to the next fiscal year which could increase the amount spent on overtime in subsequent years. In any event, the total amount spent would not exceed \$195,000 over the 3 year period of the grant. The agreement runs from the date of the agreement, 1/27/09, through the end of Federal Fiscal Year 2012.

STIPULATED AGREEMENT

STATE OF CONNECTICUT DEPARTMENT OF REVENUE SERVICES AND PROTECTIVE SERVICES EMPLOYEES COALITION, IUPA/IAFF AFL-CIO

The State of Connecticut (hereinafter referred to as the "State"), the Department of Revenue Services (hereinafter referred to as "DRS"), and the Protective Services Employees Coalition, IUPA/IAFF, AFL-CIO (hereinafter referred to as "Protective Services"), as a result of Motor Fuel Tax Intergovernmental Enforcement activity, hereby agree as follows:

1. Under Section Four (e) of Article 18 of the collective bargaining agreement between the parties, all employees above Salary Grade 16 are exempt from the payment of overtime.
2. Tax Enforcement Special Agents and their supervisors in DRS are not entitled to overtime payment under the terms of the collective bargaining agreement between the parties.
3. The State has received a federal grant (Federal Project No. FT08 (002) for the purpose of paying expenses incurred as a result of motor fuel tax highway enforcement. The amount of the grant is allocated at \$65,000 per year which includes the payment of overtime salaries, fringe benefits, supplies and other expenditures. The amount of overtime salaries may vary each year during the contract period which is through Federal Fiscal Year 2012. Said funds rollover each fiscal year if not expended.
4. The parties have agreed that due to the unique nature of this project, the State will pay these employees for overtime work at the rate of time and half for such work.
5. This agreement is entered into voluntarily after the parties and their representative have had sufficient time to review its provisions and may not be contested, except for a claim of a breach of its terms and conditions. The agreement may not serve as proof in any other matter.
6. This agreement shall not serve as a precedent in any pending or future matter that may arise between the parties, including, but not limited to negotiations and/or interest arbitration. By executing this agreement, the parties agree that Tax Enforcement Agents, Tax Enforcement Special Agents and their Tax Unit Supervisors are not entitled to payment of overtime except as provided under the terms hereof.

7. In consideration of this agreement, Protective Services and any employee who is impacted by this agreement agree not to file any legal action against the State of Connecticut, its representatives, its employees or Protective Services in any forum as a result of this agreement. Any pending claims by Protective services are hereby withdrawn and they agree to take any and all steps necessary to effectuate their withdrawal.

State of Connecticut
Office of Labor Relations

By:  1-27-09

State of Connecticut
Department of Revenue Services

By: Steven D. Lopez 1/20/09

Protective Services Employees Coalition
IUPA/IAFF, AFL-CIO

By: Wm J. Bowler 1-16-09