

Memorandum of Agreement

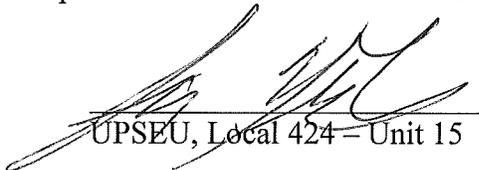
The Borough of Naugatuck (hereinafter the "Borough") and UPSEU, Local 424 – Unit 15 (hereinafter the "Union") (collectively referred to as the "parties") hereby agree to the following:

1. In the fall of 2009, the parties agreed to an Early Incentive Retirement Program for eligible bargaining unit employees.
2. Eight (8) eligible bargaining unit employees accepted the terms and conditions set forth in the Early Retirement Incentive Program.
3. Six (6) vacancies within the bargaining unit were created as a result of the Early Retirement Incentive Program (two (2) additional positions are no longer bargaining unit positions).
4. To date, all but one (1) of the vacancies that resulted from bargaining unit employees accepting early retirement have been filled by the Borough.
5. The parties agree that effective upon the signing of the Agreement, in posting vacancies created by the Early Retirement Incentive Program, the salary grade for the position will be noted on the posting, however, the salary step will not be addressed on the posting.
6. The parties agree that with respect to the salary step for vacancies created by the Early Retirement Incentive Program, in the event that the vacant position is awarded to an incumbent bargaining unit employee, the successful incumbent bargaining unit employee shall be moved to the step on the applicable salary schedule for the posted pay grade of the vacant, posted position closest to (but no lower than) the wage rate the successful candidate received at the time he/she is awarded the position.
7. The parties agree that until such time as either: (a) new contract language or (b) a Memorandum of Agreement is reached between the parties on the issue of starting wage rates for incumbent employees who are successful candidates for vacant bargaining unit positions in the same or higher pay grades, the successful candidate shall be moved to the step on the applicable salary schedule for the posted pay grade closest to (but no lower than) his/her wage rate at the time he/she is awarded the vacant position.
8. The parties agree that the Borough has no obligation to maintain a bargaining unit employee at the same or higher wage rate if the vacant position is in a grade that is lower than the grade the applicant is on at the time he/she is awarded the vacant position.

9. The parties agree that any and all issues regarding the filling of vacancies created by the Early Retirement Incentive Program and/or starting wage rates for incumbent bargaining unit employees who were awarded a vacant position created by bargaining unit employees accepting the Early Retirement Incentive Program are fully and finally resolved in accordance with the terms set forth herein.
10. Accordingly, the Union on behalf of the Union and its members shall not file any grievances, prohibited practice charges and/or any other charges in federal or state court or with any federal or state administrative agency with respect to either the filling of vacancies created by the Early Retirement Incentive Program and/or the starting wage rate for the vacant positions created by the Early Retirement Incentive Program awarded to incumbent bargaining unit employees.
11. The parties agree that the resolution of the issues set forth herein shall neither establish a past practice nor a precedent, except that the process and terms noted in paragraphs 7 through 9 above shall be utilized until such time as either new contract language or a Memorandum of Agreement is reached between the parties on the issues set forth herein.


Borough of Naugatuck

Dated: 2/18/2010


UPSEU, Local 424 - Unit 15

Dated: 2/18/10


UPSEU, Labor Representative

Dated: 2/18/10