

# **MEMORANDUM OF UNDERSTANDING**

**Department of Correction**

**and**

**AFSCME Council 4 and Locals 387, 391, and 1565**

**RE: Webster Correctional Institution Closing**

**2009**

This MOU is to resolve issues and establish guidelines for the closing of Webster Correctional Institution. The parties agree to implement the following guidelines for AFSCME, NP-4 employees who are reassigned as the result of the closing of Webster Correctional Institution..

1. In the event of the need to close the Webster Correctional Institution, DOC will promptly notify the union once a decision has been made and will forward applicable seniority lists and a list of opportunities/vacancies to the union.
2. DOC will meet with the union in an attempt to resolve any disputed seniority issues that may arise. In the case that an issue cannot be resolved to the satisfaction of the union, the parties agree that a Step 3 grievance may be filed immediately by the union to OLR. It is agreed that such grievances will be scheduled expeditiously. Pending grievances shall not delay the placement of employees or the closing process.
3. Based on the Webster CI closing, the parties agree that the agency will suspend all facility and shift transfer activities so that existing authorized vacancies/opportunities are made available to staff being displaced. The Agency shall provide a list of vacancies/opportunities to the union and affected permanent employees from the closing facility or institution will be able to make selections from this list based on their contractual seniority as defined in Article 10, Section 2.
4. It is agreed by the parties that displaced employees from Webster Correctional Institution will have seniority rights to authorized agency vacancies/opportunities over all other employees in the Agency, including those on shift transfer and facility transfer lists, for the purposes of being placed in another facility or unit.
5. An employee displaced by the Webster Correctional Institution closing will have the right to place their name on the shift and facility transfer lists. The employee's name will be placed on the lists by seniority relative to all other employees. To utilize this provision, NP-4 employees must submit a transfer request form when they select their facility of preference.
6. Webster NP-4 employees who are displaced to other facilities will be eligible for overtime assignments after their On the Job training at their new facility is completed. Employees will be placed at high hours for overtime equalization at their new facility, in accordance with current practice. It is agreed that OJT will be a maximum of two weeks for these employees.

7. Each individual NP-4 employee will be given at least two (2) weeks' notice prior to being reassigned out of the closing facility or institution. Affected employees will be notified in writing with a copy to the Local union president and a designated AFSCME representative. An employee who wishes to waive their rights to the above minimum notice period may do so, with the understanding that any reassignment will be effective at the start of a pay period.
8. Vacation requests approved prior to January 1, 2010 will be honored by the new facility. It is agreed that the vacation book for Webster CI staff will be circulated prior to January 1, 2010 and time off in accordance with the current Webster CI time off allotments will be granted. Requests submitted after January 1, 2010 will be subject to approval by the receiving facility in accordance with their time off allotments.
9. The provisions outlined in this agreement are non-precedential and shall only apply to Webster Correctional Institution employees.

For the Union:

*James W. [Signature]* 12-9-09  
Local 387 Date

*Frank Uccello* 12/9/09  
Local 391 Date

*[Signature]* 12/9/09  
Local 1565 Date

*[Signature]* 12/9/09  
AFSCME Council 4 Date

For Management:

*Brian K. Murphy* 12-16-09  
Commissioner Date

*[Signature]* 12/9/09  
DOC, Human Resources Date

*Paul Bodell* 12/15/09  
OLR Date