

MEMORANDUM OF UNDERSTANDING
Between the
STATE OF CONNECTICUT
And the
CONNECTICUT EMPLOYEES UNION INDEPENDENT (CEUI),
Local 511, SEIU (NP-2 Unit)

In order to assist in resolving the financial issues currently facing the State of Connecticut while preserving public services, the State of Connecticut and the NP-2 bargaining unit agree to the following provisions:

1. DURATION

Article 65 of the NP-2 Contract is therefore revised to provide that the agreement shall be effective on July 1, 2016 and shall expire on June 30, 2021.

2. GENERAL WAGES AND ANNUAL INCREMENTS:

Article 20, Section One (a-d) of the NP-2 Contract is deleted and the following substituted in lieu thereof:

(a) There shall be no general wage increase paid to any bargaining unit employee for the 2016-17 and the 2017-18 contract years.

(b) Effective July 1, 2019, the base annual salary for all bargaining unit employees shall be increased by three and one-half percent (3.5%).

(c) Effective July 1, 2020, the base annual salary for all bargaining unit employees shall be increased by three and one-half percent (3.5%).

Article 20, Section Two (a) & (b) of the NP-2 Contract is deleted and the following substituted in lieu thereof:

Section Two (a). Employees hired between January 1 and June 30 of any year shall receive their first annual increment in the January next following the date of hire. Employees hired between July 1 and December 31 of any year shall receive their first annual increment in the second next January following the date of hire. Employees will continue to be eligible for and receive annual increments and top step lump sum payments [two and one-half (2.5%) percent of their base annual salary] in accordance with existing practice unless stated otherwise:

- There will be no annual increment or top step lump sum payments made for contract years 2016-2017 and 2017-2018.
- Effective July 1, 2018 bargaining unit employees not at top step of their pay plan shall receive a one-time two thousand dollar (\$2,000) payment. This one-time payment shall be pro-rated for part-time unit employees.
- Employees at their top step shall receive a one-time two thousand dollar (\$2,000) payment effective July 1, 2018 or top step lump sum plus \$1,000 if greater. This one-time payment shall be pro-rated for part-time unit employees. The one-time

payment (of either \$1,000 or \$2,000 depending on the amount of their normal top step bonus) shall be paid in July 2018. The top step lump sum payment (for those employees who have normal top step bonuses in excess of \$2,000) shall be paid on the employee's normal increment date.

- Effective July 1, 2019 bargaining unit employees shall receive annual increments and top step lump sum payments.
- Effective July 1, 2020 bargaining unit employees shall receive annual increments and top step lump sum payments.

(b) In accordance with existing practice the lump sum payment may be denied for a "less than good" service rating.

3. LONGEVITY

Article 22, Section One of the NP-2 Contract is amended to include the following additional language:

Employees shall continue to be eligible for longevity payments in accordance with existing practice and in accordance with the SEBAC 2011 and 2017 Agreement. The longevity schedule in effect on June 30, 1988, shall remain unchanged in dollar amounts during the life of this Agreement.

- a) July 1, 2016 – June 30, 2017 longevity shall be paid on time.
- b) July 1, 2017 – June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.
- c) July 1, 2019 – June 30, 2020 longevity shall be paid on time.
- d) July 1, 2020 – June 30, 2021 longevity shall be paid on time.

4. FUNDS AND OTHER PAYMENTS

All other funds (e.g., tuition reimbursement) and other wage payments e.g., shift differential, allowances, etc.), shall remain in place and continue in the same amounts presently in the respective funds and/or NP-2 Collective Bargaining Agreement, except as otherwise specified in the NP-2 Collective Bargaining Agreement. Any unexpended funds shall lapse or shall not lapse as of June 30, 2021 in accordance with the NP-2 Collective Bargaining Agreement and existing practice.

5. JOB SECURITY

From the July 1, 2017 and through June 30, 2021, there shall be no loss of employment for NP-2 bargaining unit employees hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:

- a. Protection from loss of employment is for permanent employees and does not apply to:

- i. employees in the initial working test period;
 - ii. those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;
 - iii. expiration of a temporary, durational or special appointment;
 - iv. non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);
 - v. termination of grant or other outside funding specified for a particular position;
 - vi. part-time employees who are not eligible for health insurance benefits.
- b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the SEBAC 2017 Agreement. An employee who is laid off under the rules of the implementation provisions below because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.
- c. The State is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after 6/30/21.

The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes.

The State shall continue to utilize the funds previously established for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.

The Implementation Provisions as laid out in the SEBAC 2017 Agreement regarding Job Security for OLR Covered Units shall be applied to the NP-2 Unit.

6. Furlough Days

The parties agree that there shall be three (3) mandatory furloughs for all members of the bargaining unit during Fiscal Year 2018 (July 1, 2017-June 30, 2018). Furloughs are defined as scheduled days off from work without pay in accordance with the voluntary schedule reduction program covered by Section 5-248c of the CT General Statutes. The scheduling of such days off shall be with the goal of avoiding any additional costs to the employer and the need to schedule replacement coverage. The value of a furlough day shall be one-tenth of the base biweekly pay for a bargaining unit member on a 26 pay period schedule or the remaining number of pay periods following legislative approval of this Agreement.

The Employer will calculate the value of three (3) days at the start of said fiscal year based on the daily rate of pay for each bargaining unit employee as noted above. Effective the first full pay period after legislative approval, the Employer will reduce the base biweekly rate of pay throughout the remaining fiscal year for said employees by the total value of the three (3) furlough days that fall within said fiscal year. In exchange for the reduction in pay, bargaining unit employees shall take three (3) days off, to be determined and/or

approved by the appointing authority, without additional loss of compensation, as a day in lieu of a voluntary schedule reduction day.

Employees shall not be unreasonably denied requested furlough days off of work. In the event that more employees request the same furlough days off of work than can be reasonably accommodated by the Agency due to operating needs, time off shall be granted on the basis of seniority.

The State's preferred furlough days are: September 1, 2017; November 24, 2017; December 22, 2017; January 2, 2018; April 2, 2018; May 25, 2018. Agencies are encouraged to accommodate requests off for these dates where agency operating needs permit.

It is further understood and agreed that any employee hired or reemployed after legislative approval of this Agreement shall be subject to the terms contained herein.

CONSISTENT WITH SEBAC 2017 TENTATIVE AGREEMENT

It is understood that the terms outlined above are intended to be consistent with the language of the SEBAC 2017 Tentative Agreement. Wherein terms of said Agreement differ from the final SEBAC 2017 Agreement, the parties hereby agree that they will so modify this Agreement to reflect any such modifications as may be necessary in order to be consistent.

OTHER CONTRACTUAL PROVISIONS


It is understood that the parties have additionally agreed to a full new draft NP-2 Contract attached hereto.

APPROVAL

This agreement is subject to approval of the Legislature pursuant to Connecticut General Statutes Section 5-278.

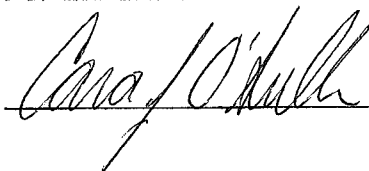
Signatures:

For the State of Connecticut



6/22/17
Date

For the Union



6/23/17
Date