

MEMORANDUM OF UNDERSTANDING
between the
STATE OF CONNECTICUT
and the
ADMINISTRATIVE & RESIDUAL EMPLOYEES UNION (P-5)

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 P-5 bargaining unit agree to the following provisions:

1. DURATION

The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 2016. Article 44 of the P-5 contract is therefore revised to provide for an expiration date of June 30, 2016. Except as modified by this agreement, the provisions of the existing P-5 contract remain in effect.

2. GENERAL WAGES AND ANNUAL INCREMENTS:

Article 24, Section One (first paragraph), of the contract is deleted and the following substituted in lieu thereof, which also replaces Section 5, subsections a-c, of the Memorandum of Agreement and Contract Extension signed by the State and the union on May 12, 2009:

Effective with the pay period that includes July 1, 2011, the base annual salary for all P-5 employees shall be increased by three percent (3.0%).

Effective August 26, 2011, the base annual salary for all P-5 employees shall be reduced to the rates in effect on June 30, 2011.

There shall be no other general wage increase paid to any P-5 unit employee for the 2011-12 and the 2012-13 contract years.

Effective on the date (August 26, 2013) that is four (4) pay periods after July 1, 2013, the base annual salary for all P-5 unit employees shall be increased by three percent (3.0%).

Effective July 1, 2014, the base annual salary for all P-5 bargaining unit employees shall be increased by three percent (3.0%).

Effective July 1, 2015, the base annual salary for all P-5 bargaining unit employees shall be increased by three percent (3.0%).

Article 24, Section One (second paragraph), and Section Two (a) of the contract is deleted and the following substituted in lieu of Section Two, which also replaces Section 5, subsections d-f, of the Memorandum of Agreement and Contract Extension signed by the State and the Union on May 12, 2009:

Annual Increments. Employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice, except as provided otherwise in this agreement.

Employees who are on the maximum step of the salary schedule; who receive no annual increment, shall receive a lump sum payment of two and one-half (2.5%) of their annual rate, except as provided otherwise in this agreement. Such payment shall be made on the date when the annual increment would have applied.

The annual increment for the 2011-2012 contract year shall be paid on time in accordance with existing practice. The top step bonus payment shall be paid on the paycheck date when increments are paid.

Notwithstanding the prior provisions, any annual increment for 2011-2012 received effective July 1, 2011 shall be rescinded effective August 26, 2011 and the employee's salary rate shall be reduced to the rate in effect prior to the July 1, 2011 increment. Any top step lump sum payment received for July 1, 2011 shall be divided by twenty-three (23) and the resultant amount shall be deducted from the employee's pay in equal amounts over the next twenty-three (23) pay periods.

There will be no other lump sum payment or annual increment made for contract years 2011-2012 and 2012-2013.

Any annual increment and/or lump sum payment for July 1, 2013 shall be delayed by four (4) pay periods until August 23, 2013.

Employees will continue to be eligible for and receive annual increments and lump sum payments during the term of this contract in accordance with existing practice for contract years 2013-2014, 2014-2015 and 2015-2016, except as specifically varied by the contract.

The union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases.

3. LONGEVITY

Article 24, Section Three of the contract is deleted and the following substituted in lieu thereof:

Longevity (a) Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice, except as provided otherwise in this agreement. The longevity schedule(s) is/are appended hereto.

(b) No longevity payment in October 2011. Employees hired prior to July 1, 2011 shall continue to be eligible for longevity payments for the life of the contract in accordance with existing practice, except there shall be no longevity payment in October 2011.

(c) Service toward longevity. No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to the service calculation for the purpose of determining eligibility and level of longevity entitlement if it would have counted when performed.

(d) Employees hired on or after July 1, 2011. No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

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 P-5 collective bargaining agreement, except to the extent otherwise called for in the P-5 collective bargaining agreement. The P-5 collective bargaining agreement shall be extended until June 30, 2016 and unexpended fund amounts shall roll over year to year. Any unexpended funds shall lapse or shall not lapse as of June 30, 2016 in accordance with present rules.

5. JOB SECURITY

From the July 1, 2011 and through June 30, 2015, there shall be no loss of employment for P-5 bargaining unit employees hired prior to July 1, 2011, 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 attached implementation 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 outside the July 1, 2011-June 30, 2015 time period.

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.

6. NON-ECONOMIC TERMS OF CONTRACT

The P-5 unit agrees to extend its bargaining agreement unchanged. The provisions of CGS 5-270 et seq. and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August 2015

APPROVAL

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

Signatures:

For the State of Connecticut


8-19-11
Date

For the Union


8/19/11
Date

JOB SECURITY IMPLEMENTATION ("JSI") PROCESS

Section IV.B. Implementation Provisions for SEBAC 2011 Job Security for OLR Covered Units.

The process outlined in this section is a supplement to the October 18, 2005 Placement and Training Agreement and is designed to govern the procedure utilized in situations where there are employees covered by the Placement and Training Agreement who are impacted by a decision to close a state facility or make other programmatic changes which would have resulted in the layoff of state employees but for the Job Security Provisions of SEBAC 2011, and transfers necessary to deal with workload issues necessitating the transfer of state employees to different work units, locations or facilities. The provisions hereunder shall expire as of June 30, 2015, unless extended by mutual agreement of the parties. The State will continue to provide the longest possible advance notice as provided in Section 7d of the Placement and Training Agreement to the unions and employees impacted by such decisions. The process described below shall be known as the Job Security Implementation ("JSI") Process.

1. There shall be a three-phase process as follows:
 - a. **Phase I.** The State shall use its best efforts to attempt to combine the placement and transfers of individuals in the event of multiple closings and programmatic changes occurring within the same period of time to maximize the likelihood of success.
 - i. Initially affected employees would enter the Placement and Training (P&T) process.
 - ii. May use normal P&T rights.
 - iii. In addition, the Secretary of OPM shall use best efforts to make comparable jobs available within acceptable geographic radius (defined below). Such jobs will typically be in the affected employees' bargaining unit.
 - iv. Comparable jobs within the same bargaining unit shall be initially offered to affected employees on the basis of layoff seniority as defined in their collective bargaining agreement and, if necessary, state service.
 - v. Any affected employee not accepting a comparable job then goes to Phase II.
 - b. **Phase II.** The collective bargaining agreement (CBA) process begins. Initially affected employees and/or secondarily affected employees may then exercise their rights under the CBA. The CBA process ends when either (1) the affected employee(s) has a comparable job; or (2) the affected employee(s) choose to waive further contractual displacement rights and enter Phase III.

- c. **Phase III.** Finally any remaining affected employee(s) would enter the P&T process.
 - i. May use normal P&T rights.
 - ii. In addition, the Secretary of OPM uses best efforts to make comparable jobs available within acceptable geographic radius (defined below). Such job will typically be in the affected employees' bargaining unit.
 - iii. Comparable jobs within the same bargaining unit shall be initially offered to affected employees on the basis of layoff seniority as defined in their collective bargaining agreement and, if necessary, state service.
 - iv. If no comparable job available within the acceptable geographic radius, the finally affected employee(s) will be offered other jobs within the acceptable geographic radius on a temporary basis until comparable job available, and are red-circled in original pay-grade.
 - v. Employee may be offered training through the P&T Committee as a way of moving employee to a position comparable to the one lost.
 - vi. No employee shall have a right to a promotion under this process.
 - vii. Affected employee refusing an assignment within the acceptable geographic radius during Phase 3 of the process may be laid off, but will have all usual rights of laid off employees.
2. Relevant definitions which apply to this process only and shall not be utilized for any other purpose:
 - a. "Comparable job" means one with similar duties and the same or substantially similar biweekly salary range. The requirement to offer a comparable job shall not be met if the target job requires a hazardous duty retirement covered employee to move to non-hazardous duty retirement employment, or vice versa.
 - b. "Acceptable geographic radius" for Phase I means a one way commute equal to the greater of his/her present commute or thirty (30) miles from his/her work location at the time of notice. During Phase III, acceptable geographic radius means a one-way commute equal to the greater of his/her present commute or thirty (30) miles from his/her home. In the event that there is no opportunity within the applicable thirty (30) mile measurement, the State will provide an opportunity within a fifty (50) mile radius based upon the applicable measurement. In the event an opportunity becomes available prior to July 1, 2017 within the applicable thirty (30) mile limitation, the impacted individual shall be offered such position before it is offered to an individual with lesser rights. In the event the individual declines such position within the applicable thirty (30) mile measurement, the State has no further

obligation to offer another position to such individual based upon the geographic restriction.

- c. Manner of measurement. The parties have agreed to utilize MapQuest, shortest distance for positions offered in Phase I and MapQuest, shortest time for positions offered in Phase III.

3. Priority, Working Test Period Issues, and Related Issues

- a. Employees needing positions through the process outlined in this Section B (as compared to the normal P&T process) have priority over other claimants to position based on the SEBAC 2011 job security provisions. Provided, however, seniority under the CBA may be utilized for the purpose of shift selection in the target facility.
- b. Where a job is offered to comply with the rules of this Section which would require the completion of a working test period, failure of the employee to successfully complete that working test period will return the employee to the process outlined in this Section B, unless the reasons for the failure would constitute just cause for dismissal from state service. The process outlined in this Section B terminates as of June 30, 2015, or when there is no employee remaining with rights to the process, whichever is later.

4. Dispute Resolution

- a. "Work now, grieve later" applies as usual to JSI related grievances.
- b. Placement & Training Committee to convene for emergency advisory procedure if employee claims he or she is being inappropriately laid off in violation of the JSI procedure.
- c. Any arbitration necessary to resolve a claim that an employee is being denied a suitable comparable assignment under this agreement shall receive priority processing for purposes of assignment of an arbitrator, a hearing date, and resolution of the arbitration. Any dispute or arbitration under this agreement shall be under the SEBAC agreement process.

5. Transfer Implications

- a. Where staffing disproportions other than through agency consolidations, the process outlined in this Section B will be used to eliminate the necessity of a transfer (directly or through layoff notice). If there is more than one employee in the impacted classification, the State shall ask the employees in layoff seniority order and, in the event there are no volunteers, the junior employee shall be transferred.
- b. In cases where involuntary transfers occur, affected employees shall have the right of first refusal to return to their prior geographic locations prior to an equivalent position being offered at the prior geographic location to a less senior person.