

MEMORANDUM OF UNDERSTANDING
Between the
STATE OF CONNECTICUT
And the
CONNECTICUT STATE EMPLOYEES ASSOCIATION
Correction Supervisors Unit (NP-8)

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-8 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 52 of the NP-8 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 NP-8 contract remain in effect.

2. GENERAL WAGES AND ANNUAL INCREMENTS

Article 21, Section 1(d) of the NP-8 Contract is deleted and the following substituted in lieu thereof:

1. Effective at the start of the pay period including July 1, 2011, the base annual salary for employees and the current salary schedules shall be increased by three and one-half (3.5%).
2. Effective August 26, 2011, the base annual salary for all employees shall be reduced to the rates in effect on June 30, 2011.
3. There shall be no other general wage increase paid to any NP-8 employee for the 2011-12 and the 2012-13 contract years.
4. Effective on the date (August 26, 2013) that is four pay periods after July 1, 2013, the base annual salary for all employees shall be increased by three and one-half percent (3.5%).
5. Effective July 1, 2014, the base annual salary for all NP-8 bargaining unit employees shall be increased by three percent (3.0%).
6. Effective July 1, 2015, the base annual salary for all NP-8 bargaining unit employees shall be increased by three percent (3.0%).

Article 21, Section 8(c)(4) of the NP-8 Contract is deleted and the following substituted in lieu thereof:

Any annual increment for 2011-2012 received effective July 1, 2011 shall be rescinded effective August 26, 2011 and the employee's salary rate shall be reduced to the rate in effect prior to the July 1, 2011 increment.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 maximum rate lump sum payment under Section 9 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 in accordance with existing practice for contract years 2013-2014, 2014-2015 and 2015-2016, except as specifically varied by the contract.

3. LONGEVITY

Article 21, Section 10(a) of the NP-8 Contract is modified by the addition of the following language:

1. 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 for employees who receive longevity payments under Section 10(b).

For employees with longevity provided based on the Managerial Pay Plan as referenced in Section 10(a) and the Memorandum of Understanding – Correctional Supervisors NP-8 Semi-Annual Longevity Payments (p. 64), the October 2011 longevity payment will be reduced by deducting the longevity payment amount in Section 10(b) from the applicable amount in the MOU chart.

2. **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.

3. **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 NP-8 collective bargaining agreement, except to the extent otherwise called for in the NP-8 collective bargaining agreement. The NP-8 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 NP-8 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 establishes for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process.

6. NON-ECONOMIC TERMS OF CONTRACT

If the NP-8 bargaining unit does not agree to extend its bargaining agreement unchanged, it reserves its right to open up to a maximum of eight (8) issues that have a *de minimis* cost and are identified no later than August 31, 2011 and the State may likewise open up a maximum of eight (8) issues with a *de minimis* cost. The NP-8 unit has notified the Office of Labor Relations of its intent not to open the contract to noneconomic issues.

APPROVAL

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

Signatures:

For the State of Connecticut

For the Union

Date

Date