

MEMORANDUM OF UNDERSTANDING
between the
STATE OF CONNECTICUT
and the
CONNECTICUT STATE EMPLOYEES ASSOCIATION (P-4)

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-4 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 57 of the P-4 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-4 contract remain in effect.

2. GENERAL WAGES AND ANNUAL INCREMENTS:

Article 19, Section One (last paragraph) of the contract is deleted and the following substituted in lieu thereof:

- a. Effective July 1, 2011, the base annual salary for all employees shall be increased by two and one-half percent (2.5%)
- b. Effective August 26, 2011, the base salary for all employees shall be reduced to the rates in effect on June 30, 2011.
- c. There shall be no general wage increase paid to any P-4 employee for the 2011-12 and the 2012-13 contract years.
- d. Effective on the date (August 26, 2013) that is four pay periods after July 1, 2013, the annual base salary for all employees shall be increased by three percent (3.0%). Affected employees shall also receive a lump sum payment to be made whole for the difference in percentage between the July 2011 increase received, and the wage increase that would have been effective July 2013.
- e. Effective July 1, 2014, the base annual salary for all P-4 bargaining unit employees shall be increased by three percent (3.0%).
- f. Effective July 1, 2015, the base annual salary for all P-4 bargaining unit employees shall be increased by three percent (3.0%).

Article 19, Section Two of the contract is deleted and the following substituted in lieu thereof:

There shall be no annual increment or lump sum payment made for the 2009-10 contract year.

The annual increment for the 2010-11 and the 2011-2012 contract years shall be delayed by three months until the pay period following October 1 or April 1 as appropriate.

Notwithstanding the prior provision, there will be no lump sum payment (under Section Four) or annual increment made for contract years 2011-2012 and 2012-2013.

Employees will continue to be eligible for and receive annual increments 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 lump sum payment shall be paid on the paycheck dates when increments are paid in accordance with the above schedule. An overall service rating of unsatisfactory (as defined in Article 9 and referenced in Article 19, Section 4 of the P-4 contract) may be grounds for denial of this payment.

The Union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases from their otherwise scheduled payment dates.

3. LONGEVITY

Article 19, Section Three of the contract is deleted and the following substituted in lieu thereof:

Longevity. Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice, except as specifically varied by the contract.

- a. **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. The longevity schedule in effect on June 30, 1984 shall remain unchanged in dollar amounts for the life of this Agreement.

- b. **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.
- c. **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-4 collective bargaining agreement, except to the extent otherwise called for in the P-4 collective bargaining agreement. The P-4 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-4 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 P-4 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. P-4 has notified the Office of Labor Relations of its intent to open the contract to noneconomic issues. Therefore, the State may likewise open up a maximum of eight (8) issues with a *de minimis* cost. Negotiation shall begin on these issues no earlier than September 1, 2011, unless otherwise agreed to by the parties. Only these issues may be submitted to interest arbitration.

APPROVAL

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

Signature

For the State of Connecticut:

For the Union

_____ Date

_____ Date