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STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

SENATE CLERK'S OFFICE  
RECEIVED ON 5/3/19

May 3, 2019

Michael Jefferson  
Clerk of the Senate  
State Capitol  
Hartford, CT 06106

**SUBJ: SUBMISSION of A Memorandum of Agreement between the State of Connecticut and the Connecticut Employees Union Independent (NP-2) Bargaining Unit (Plants Facilities Engineer 1 Classification).**

Dear Mr. Jefferson:

In accordance with Section 5-278(b) of the Connecticut General Statutes, the Office of Labor Relations hereby files with the Clerks of the House of Representatives and of the Senate, a Tentative Agreement between the State of Connecticut and the Connecticut Employees Union Independent (NP-2) on behalf of their members. The Tentative Agreement represents the conclusion of Impact Bargaining on the inclusion of the Plants Facilities Engineer 1 Classifications into the current Connecticut Employees Union Independent (NP-2) contract effective upon Legislative approval through June 30, 2021.

Also enclosed is the Supersedence Appendix and the Office of Policy and Management's statement of the estimated costs necessary to implement the award.

Sincerely,

S. Fae Brown-Brewton  
Undersecretary for Labor Relations

Melissa McCaw Secretary, OPM  
Paul Potamianos, Budget  
Gregory Messner, Budget  
Carolyn Mercier, Comptrollers' Office  
Office of Fiscal Analysis  
John DiSette, A&R President



# STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

RECEIVED  
2019 MAY -3 AM 10:46

OFFICE OF THE HOUSE CLERK  
FREDERICK J. JORTNER CLERK

May 3, 2019

Frederick Jortner  
Clerk of the House  
State Capitol  
Hartford, CT 06106

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Office of Fiscal Analysis  
John DiSette, A&R President

**Memorandum of Agreement  
between  
The State of Connecticut  
And  
Connecticut Employees Union Independent, SEIU, Local 511**

This is a Memorandum of Agreement (MOA) between the State of Connecticut (hereinafter "State") and Connecticut Employees Union Independent, SEIU Local 511 (hereinafter "CEUI") in resolution of the impact bargaining regarding employees in the classification of the Plant Facilities Engineer 1 (Managerial) classification (excluding the Plant Facilities Engineer 1 (Managerial) at the Connecticut Mental Health Center) that occurred as a result of the Recognition Agreement dated July 18, 2018.

The Parties hereby agree as follows:

- 1) **Recognition:** Article 1, Recognition of the NP-2 bargaining unit contract shall be modified to include case number "SE-33147."
- 2) **Seniority:** For purposes of layoff (job security) as defined in Article 12, Section One, July 18, 2018 shall be the date of transfer for PFE 1s into the NP-2 bargaining unit. In the event of a layoff of such personnel more specifically identified below, total state service will be the tie-breaker utilized to decide which individuals would receive notice of layoff.
- 3) **Step Placement:** Effective upon legislative approval, PFE 1s shall be slotted from the MP 63 pay plan to the FM 28 pay plan at the step closest to but not less than their current rate of pay as follows:

Employee Id	AI Date	Managerial (MP) Salary	FM28 Step Placement	NP-2 Salary on FM28
527195	January	\$95,478.24	5	95,610.00
639043	January	\$103,098.13	8	103,845.00
66343	January	\$80,261.15	1	84,217.00
645345	January	\$80,261.15	1	84,217.00
13108	July	\$85,713.18	2	87,072.00
494740	January	\$105,363.09	9	106,442.00
973024	July	\$86,281.12	2	87,072.00
69647	January	\$86,214.04	2	87,072.00
598352	January	\$94,901.17	5	95,610.00

- 4) **General Wage Increases:** PFE 1s entering the NP-2 bargaining unit shall receive the contractual general wage increases as set forth in Article 20, Section One of the NP-2 bargaining unit contract.
- 5) **Annual Increments/Top Step Payments:** PFE 1s entering the NP-2 bargaining unit shall receive annual increments or top step lump sum payments (whichever is applicable) as set forth in Article 20, Section Two the NP-2 bargaining unit contract.

- 6) **Longevity:** PFE 1s entering the NP-2 bargaining unit shall be eligible prospectively for longevity as set forth in Article 22 the NP-2 bargaining unit contract except that two employees identified by employee identification numbers 494740 and 598352 shall be excluded from longevity payments for the remainder of their state employment.
- 7) **\$2,000 One-Time Payment:** PFE 1s entering the NP-2 bargaining unit shall be afforded the \$2,000 one-time payment as set forth in Article 20, Section Two of the NP-2 contract, except that the five (5) PFE 1s identified by employee identification numbers: 527195; 639043; 645345; 13108; 973024 who experienced a "roll in" of longevity while managers shall have that annualized amount deducted from the \$2,000 payment before said one-time payment is issued.
- 8) **Job Security:** PFE 1s entering the NP-2 bargaining unit shall be afforded job security pursuant to the terms of the MOA regarding Job Security that appears in the NP-2 collective bargaining agreement.
- 9) **Furlough Days:** Except as modified herein, PFE 1s entering the NP-2 bargaining unit shall be required to serve three (3) furlough days in fiscal year 2020 (July 1, 2019-June 30, 2020) consistent with the MOA regarding Furlough Days in the NP-2 bargaining unit contract. Those PFEs who previously served such furlough days in fiscal year 2018 while employed in different positions shall not be required to serve furlough days in fiscal year 2020. Furlough days shall be taken on days the employee is normally scheduled to work and reduction in pay to reflect the three furlough days shall be divided over the pay periods of that fiscal year. Employees may take furlough days in half-day (4 hours) or full day (8 hours) increments. Use of furlough days must be requested in advance and approved by management. Appropriate adjustment shall be made for employees who leave during the fiscal year, taking into account the pro-rata relationship between the actual amount of pay adjusted and the percentage of the fiscal year during which the employee worked.
- 10) **Vacation Accruals:** PFE 1s entering the NP-2 bargaining unit who have accumulated more than NP-2 contractual cap of sixty (60) days (480 hours) as set forth in Article 28, Section One shall be individually capped at the level of vacation accrual in place as of the date of legislative approval of this MOA. Such individual caps shall be the maximum accumulation for these employees. Should their vacation accrual ever drop to the maximum rate per Article 28, Section One, their maximum vacation accrual shall be as prescribed by the NP-2 contract.
- 11) **On-Call Pay:** Article 55, Section Six (d) shall be modified to include the Department of Veterans Affairs and the Department of Corrections (DOC). PFE 1s in DOC will be assigned on-call duty in a rotational assignment in their geographic regions.
- 12) **Hazardous Duty Appendix:** PFE1s in DOC will be assigned to the job code associated with the hazardous duty designation.

13) **Other terms and conditions:** All economic items shall be effective upon legislative approval of this Agreement, and there shall be no retroactive compensation or payments. Except as otherwise provided herein, the terms and conditions of the 2016-2021 NP-2 contract shall apply to PFE 1s.

**FOR THE STATE:**

Christian Ciesla

Date: 4/29/19

[Signature]

4-30-19

**FOR THE UNION:**

Caro Wall

Date: 4/29/19

**FOR SEBAC:**

[Signature]

Date: 4/30/19

**SUPERSEDEDENCE APPENDIX**  
**NP-2**  
**EFFECTIVE JULY 1, 2016 TO JUNE 30, 2021**

<b>PROVISION</b>	<b>CONTRACT REFERENCE</b>	<b>STATUTE/REGULATION AMENDED</b>
Union Security	Article 6, Section 2	C.G.S. 5-260
Union Security	Article 6, Section 5	C.G.S. 5-280
Training	Article 10, Section 3 (e)	C.G.S. 4-87, 4-89
Working Test Period	Article 11, Sections 2 & 3	C.G.S. 5-230 Reg. 5-230-1
Vacancies	Article 14, Section 5 (d)	C.G.S. 5-215a, 5-218, 5-219, et seq.
Grievance Procedure	Article 16, Section 6	C.G.S. 1-200, et seq., 1-225, 5-201, 5-202, 5-271(e) Reg. 5-201-10 through 5-201-16
Hours of Work, Work Schedules, and Overtime	Article 18, Section 12	C.G.S. 5-245 Reg. 5-238-5
General Wage Increases	Article 20, Section 1 (a, b, & c)	C.G.S. 5-200(k) C.G.S. 5-200(m)
Compensation	Article 20, Section 1 (f)	C.G.S. 5-238 Reg. 5-238-1, 5-238-2 (a), (b), (c)
Annual Increments	Article 20, Section 2 (a)	C.G.S. 5-200(k) C.G.S. 5-200(m)
Lump sum payment for employees at salary maximum	Article 20, Section 2 (b)	C.G.S. 5-200(k) C.G.S. 5-200(m)
Longevity Payments	Article 22, Section 1	C.G.S. 5-213 Reg. 5-213-1
Objective Job Evaluation	Article 25	C.G.S. 5-200a

PROVISION	CONTRACT REFERENCE	STATUTE/REGULATION AMENDED
Temporary Service in a Higher Class	Article 26, Section 4	C.G.S. 5-209
Permanent Part-Time Employees	Article 27, Section 3	C.G.S. 5-247, 5-250 Reg. 5-247-2, 5-250-1 through 5-250-8
Sick Leave	Article 29, Section 11	C.G.S. 1-84 (p)
Meals Policy	Article 42, Section 2	C.G.S. 5-200(k) C.G.S. 5-200(m)
Mutual Aid	Article 60, Section 10	C.G.S. 5-238, 5-245 Reg. 5-238-1 through 5-238-5
DOT/CAA Maintainer 1-2	Stipulated Agreement	C.G.S. 5-200b
Job Security	Memorandum of Understanding dated June 23, 2017	C.G.S. 5-241 Reg. 5-241-2
Sick Leave	Memorandum of Understanding dated June 23, 2017	C.G.S. 5-247, 5-248a, 5-248b Reg. 5-248b-1 through 5-248b-9
Three (3) Mandatory Furlough Days	Memorandum of Understanding dated June 23, 2017	C.G.S. 5-248c Reg. 5-248c-2
Durational/Temporary Employees	Memorandum of Understanding dated July 10, 2017	C.G.S. 5-196 (18), (19), (20), (25)
Snow Days & Inclement Weather	Memorandum of Understanding dated July 10, 2017	C.G.S. 5-245, 5-250 Reg. 5-238-5

**NOTE:** The above does not include supersedence appendices from prior or current contract periods. Although not reprinted herein such remain applicable.

**OFFICE OF POLICY AND MANAGEMENT**  
**Cost Estimate of Memorandum of Agreement**  
**Dated May 3, 2019**

Bargaining Unit: NP-2 (Plant Facilities Engineer 1)  
 Period of Contract: July 1, 2016 through June 30, 2021

Number of Full Time Employees: All Funds 9  
 General Fund 9

Total Annual Wages (26 pay periods) All Funds: \$817,571

	Annualized Basis (26 Pay Periods for All Years)				
	Percent Increase				
	<u>Salary</u>	<u>Gen'l Wage</u> <u>Increase</u>	<u>AI's &amp;</u> <u>Lump Sums</u>	<u>Other</u>	<u>Total</u>
Average Annual - All Funds: Prior to New Contract:	\$90,841				
1st Year Contract: 2016-2017	\$90,841	0.00%	0.00%	0.00%	0.00%
2nd Year Contract: 2017-2018	\$90,841	0.00%	0.00%	0.00%	0.00%
3rd Year Contract: 2018-2019	\$92,760	0.00%	0.00%	3.52%	3.52%
4th Year Contract: 2019-2020	\$96,833	3.50%	3.02%	-2.31%	4.16%
5th Year Contract: 2020-2021	\$104,492	3.50%	2.95%	1.08%	7.70%

**FULL-TIME COMPENSATION SUMMARY**

	Prior to <u>Agreement</u>	Financial Impact					<u>Annualized</u>
		<u>1st Year</u> <u>2016-17</u>	<u>2nd Year</u> <u>2017-18</u>	<u>3rd Year</u> <u>2018-19</u>	<u>4th Year</u> <u>2019-20</u>	<u>5th Year</u> <u>2020-21</u>	
All Funds							
Total Wages and Related Items	\$817,571	\$0	\$0	\$17,268	\$53,928	\$122,861	\$131,873
Fringe Benefits Value of Current Items		\$0	\$0	\$3,839	\$11,988	\$27,312	\$29,315
<b>TOTAL WAGES AND BENEFITS</b>		\$0	\$0	\$21,106	\$65,916	\$150,173	\$161,189

**OFFICE OF POLICY AND MANAGEMENT**  
**Cost Estimate of Contract**  
**Dated May 3, 2019**

	All Funds Requirement						
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Annualized	
<u>Fiscal Year 2016-2017</u>							
SUBTOTAL AGREEMENT ITEMS - 1st YEAR	\$0	\$0	\$0	\$0	\$0	\$0	
<u>Fiscal Year 2017-2018</u>							
SUBTOTAL AGREEMENT ITEMS - 2nd YEAR		\$0	\$0	\$0	\$0	\$0	
<u>Fiscal Year 2018-2019</u>							
(1) One time payment			\$15,178	\$0	\$0	\$0	
(2) Conversion to Step Plan			\$2,090	\$13,586	\$13,586	\$13,586	
SUBTOTAL AGREEMENT ITEMS - 3rd YEAR			\$17,268	\$13,586	\$13,586	\$13,586	
<u>Fiscal Year 2019-2020</u>							
(1) 3.5% COLA effective 7/1/2019				\$29,092	\$29,092	\$29,092	
(2) Step Increase FY 2020				\$15,956	\$26,022	\$26,022	
(3) 3 Furlough Days				(\$9,473)	\$0	\$0	
(4) Longevity				\$4,767	\$4,767	\$4,767	
SUBTOTAL AGREEMENT ITEMS - 4th YEAR				\$40,342	\$59,881	\$59,881	
<u>Fiscal Year 2020-2021</u>							
(1) 3.5% COLA effective 7/1/2020					\$31,019	\$31,019	
(2) Step Increase FY 2021					\$15,115	\$24,127	
(3) Top Step Bonus					\$2,920	\$2,920	
(4) Longevity					\$341	\$341	
SUBTOTAL AGREEMENT ITEMS - 5th YEAR					\$49,394	\$58,407	
TOTAL CONTRACT ITEMS - ALL FUNDS	\$0	\$0	\$17,268	\$53,928	\$122,861	\$131,873	
<b>FRINGE ANALYSIS</b>							
Social Security 6.2%	6.20%	\$0	\$0	\$1,071	\$3,344	\$7,617	\$8,176
Medicare 1.45%	1.45%	\$0	\$0	\$250	\$782	\$1,781	\$1,912
Unemployment 0.23%	0.23%	\$0	\$0	\$40	\$124	\$283	\$303
Average SERS HD/Reg Normal Cost	11.35%	\$0	\$0	\$1,960	\$6,121	\$13,945	\$14,968
OPEB Match 3%	3.00%	\$0	\$0	\$518	\$1,618	\$3,686	\$3,956
TOTAL FRINGE IMPACT	22.2%	\$0	\$0	\$3,839	\$11,988	\$27,312	\$29,315
TOTAL COST OF CONTRACT - ALL FUNDS	\$0	\$0	\$21,106	\$65,916	\$150,173	\$161,189	