ADDENDUM TO THE

CONTRACT

BETWEEN

STATE OF CONNECTICUT

AND

NEW ENGLAND HEALTH CARE EMPLOYEES UNION DISTRICT 1199

July 1, 2009 – June 30, 2012

Extended to June 30, 2016

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AND

NEW ENGLAND HEALTH CARE EMPLOYEES UNION DISTRICT 1199

July 1, 2009 – June 30, 2012

Extended to June 30, 2016

Dear 1199 Member:

As you know, our Union's contract with the State of Connecticut was extended to June 30, 2016 under the SEBAC 2011 Agreement. You can find a full copy of the SEBAC 2011 Agreement on our website at www.seiu1199ne.org.

This Addendum contains a copy of the P-1/NP-6 Memorandum of Understanding between District 1199 and the State that extends our July 1, 2009 – June 30, 2012 contract to June 30, 2016.

In addition, there are several Memoranda of Understanding and several non-economic contract language changes that were reached as a result of discussions pursuant to Attachment A (c) of the SEBAC 2011 negotiations.

Section 1 contains the bargaining unit agreement between the State and the Union.

Section 2 contains several Memoranda of Understanding (MOUs) and contract language changes.

Section 3 contains the Breakpoint Pension Agreement between SEBAC and the State of Connecticut.

If you have any questions, please call or email your Delegate or Organizer.

In Solidarity,

David W. Pickus

Paul Fortier

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SECTION 1

MEMORANDUM OF UNDERSTANDING
Between the
STATE OF CONNECTICUT
and the
NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199
NP-6 and P-1 BARGAINING UNITS

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-6 and P-1 bargaining units agree to the following provisions:

1. DURATION OF AGREEMENT

The collective bargaining agreement between the State and the Union which is currently in force is hereby extended to June 30, 2016. Article 45, Duration, of the District 1199 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 District 1199 contract remain in effect.

2. GENERAL WAGES AND ANNUAL INCREMENTS

Article 9, Section One (A), third paragraph, of the contract is deleted and the following substituted in lieu thereof:

Effective July 1, 2011, the base annual salary for all NP-6 and P-1 bargaining unit members shall be increased by two and one-half percent (2.5%).

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

There shall be no other general wage increase paid to any NP-6 or P-1 bargaining unit member for the 2011-12 and the 2012-2013 contract years.

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 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.

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

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

Article 9, Section Two, Annual Increments, of the contract is deleted and the following substituted in lieu thereof:

Employees will continue to be eligible for and receive annual increments in accordance with existing practice, except as provided otherwise in this agreement.

In the first year of the Agreement (2009-2010) there shall be no annual increments.

Although the contract previously provided that the annual increment for the second (2010-2011) and the third (2011-2012) contract years shall be delayed by three months until the pay period following October 1 or April 1 as appropriate; the parties agree that notwithstanding this prior provision, there will be no 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.

3. LONGEVITY

Article 9, Section Three, of the contract is deleted and the following substituted in lieu thereof:

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 in effect on June 30, 2009 shall remain unchanged in dollar amounts for the life of this Agreement and is appended hereto.

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.

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 or rehired 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, license fees, etc.) and other wage payments (e.g., shift differential, allowances, etc.), shall remain in place and continue in the same amounts presently in the District 1199 collective bargaining agreement, except to the extent otherwise called for in the District 1199 collective bargaining agreement. The District 1199 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 District 1199 bargaining unit members hired prior to July 1, 2011, including loss of employment due to programmatic changes, subject to the following limitations:

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 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

District 1199 has noticed the State of its intent to open up to a maximum of eight (8) issues that have a *de minimis* cost and shall be identified no later than August 31, 2011, unless the parties mutually agree otherwise to an extension. District 1199 understands and agrees that 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.

7. APPROVAL

This agreement is subject to approval of the Legislature pursuant

to Connecticut General Statutes Section 5-278.

Signatures:

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton 8/19/11	/s/ Dan Strahinich 8/19/11

SECTION 2

ARTICLE 4 – SECTION 7

MEMORANDUM OF UNDERSTANDING REGARDING UNION BUSINESS LEAVE

Pursuant to Article Four Section Seven of the Collective Bargaining Agreement, the parties agree that it is beneficial to provide information concerning the use of Union Business Leave (UBL) at the time the request is made. Effective July 1, 2012, when a UBL request is made to the Director of Labor Relations, with a concurrent copy to the applicable Agency, the written request shall include the reason(s) for the UBL, such as attendance at "Executive Board meetings, Union conventions in the United States, or delegate training sessions," as prescribed by the Contract.

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton 6/27/12	/s/ Bill Meyerson 6/27/12

ARTICLE 9 – SECTION 17

MEMORANDUM OF UNDERSTANDING REGARDING PER DIEM TITLES AND A NEW JOB SPECIFICATION

The parties agree to add Dental Assistant and Laboratory Assistant to the list of per diems as set forth in Article 9 Section 17 of the collective bargaining agreement and compensate as follows:

Dental Assistant—Step 3 of Dental Assistant
Laboratory Assistant—Step 3 of Lab Assistant 1

In addition, the Department of Administrative Services has developed a new job specification for the classification of "Patient Aide." The parties have met and discussed the implementation of this new class and agree that it shall be compensated at salary group FK-06.

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton 2/28/13	/s/ Dan Strahinich 2/28/13

ARTICLE 16

MEMORANDUM OF UNDERSTANDING REGARDING LAYOFFS WITHIN THE DEPARTMENT OF DEVELOPMENTAL SERVICES

In the event of a reduction in force and subsequent recall to work, the provisions of Article 16 shall be controlling, except as follows:

It is understood and agreed that within the Department of Developmental Services, the concept of layoffs within Regions has become arcane. The number of regions has been reduced to the extent that it is no longer feasible to use the regional concept as an acceptable configuration for layoffs. Within DDS, therefore, the least senior employee within the affected DDS facility, by classification, shall be selected for layoff. For facilities (group home or CLA) where fewer than twenty five employees are employed in the DSW series as set forth in Article 16 § 11(E) of the Collective Bargaining Agreement, the least senior employee within the affected classification, employed within any DDS facility within a twenty five mile radius shall be selected for layoff and more senior staff may be reassigned to meet agency operation needs.

This MOU is effective upon full execution by the parties.

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton	/s/ Dan Strahinich

MEMORANDUM OF UNDERSTANDING REGARDING ARTICLE 21 CONTINUOUS OPERATIONS FOR HOLIDAYS

The issue of the meaning of "continuous operations" as set forth in the Holiday Article was arbitrated before the Honorable Roberta Golick, (OLR File Nos. 10-7185, 10-7098) and the Award set forth the following guidelines to the parties.

1) The parties agree that the issue of Employees covered by the contract are engaged in a "continuous operation" for purposes of the holiday article are Employees who work in operations that run seven days per week, one, two or three shifts per day. The parties agree to be bound by the Arbitration Award issued by Arbitrator Roberta Golick in OLR Case Numbers 10-7185 and 10-7098 dated November 17, 2006 arising out of the Department of Veterans' Affairs.
2) In sum the Award provides that Premium holidays (New Year's Day, Independence Day, Christmas) shall be celebrated on January 1, July 4, and December 25 even if it is a Saturday or Sunday and even if the State celebrated holiday is different. This is not subject to the choice of the Employee. There is one exception. An Employee who has a Monday through Friday schedule on file in the Personnel Office may get the State observed holiday instead of the Saturday/Sunday only if the Employee is not required to come to work on that State celebrated day. Regardless of what schedule is on file, an Employee's holiday will follow union contract rules if the Employee works on the State celebrated day.
3) This MOU is effective July 1, 2012. This MOU resolves all outstanding disputes that are currently pending concerning the issue of continuous operations for holiday pay.

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton 6/27/12	/s/ Dan Strahinich 6/27/12

ARTICLE 32 SECTION 8
GRIEVANCE AND ARBITRATION PROCEDURE
SHALL BE AMENDED TO ADD THE FOLLOWING NEW LANGUAGE

(c) Non-Disciplinary Separations Not Grievable.

The non-disciplinary separation of employees shall not be subject to the grievance and arbitration provisions of the Contract. The parties understand and agree that normally, if an employee possessing a professional license or board certification, through no act of misconduct, misfeasance or malfeasance loses that professional license or certification so that the employee cannot perform the duties of the job as prescribed by the applicable job specification, the appointing authority can non-disciplinarily separate said employee. Inasmuch as it may be in the mutual interests of the parties to retain employees so experienced, the appointing authority may, in the alternative, afford said employee one of the following options:

(1) If the job classification requires a professional license or certification, the appointing authority may offer the employee a personal leave of absence, without pay, for up to forty-five days (or as otherwise mutually agreed), or until such time as the employee acquires and provides documentation of obtaining the requisite credentials, whichever occurs first. If the employee does not obtain the requisite credentials within forty-five (45) days (or duration of agreed-upon leave period) the employee shall be separated from State Service and placed on a reemployment list pursuant to Article 16 Section Seven of the Contract. It is understood that in order to be eligible for reemployment to the applicable classification, the employee must possess the requisite credentials.

(2) If the job classification requires a professional license or certification, the appointing authority may reclassify the employee's position downward if such an option exists OR the appointing authority may offer the employee a voluntary demotion to a vacancy in a lower classification in which the employee formerly held permanent status if such vacancy exists.

Said voluntary demotion shall be consistent with the terms of Article 15 of the Contract. Upon presentation of documentation of the employee obtaining the requisite credentials within forty-five (45) days of the loss of same, the employee shall be returned to the former classification, including step and salary grade placement.

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton 3/20/13	/s/ Dan Strahinich 3/20/13

ARTICLE 32
MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF CONNECTICUT AND
THE NEW ENGLAND HEALTH CARE EMPLOYEES UNION
DISTRICT 1199, SEIU

AGREEMENT REGARDING NEW ARBITRATORS

The State and the Union recognize the necessity to fill out the permanent panel of arbitrators as prescribed by Article 32 of the State/District 1199 Contract. The Undersigned parties have agreed that each arbitrator appointed, following full execution of this agreement, shall be subject to the following:

1. Once the Arbitrator has completed and submitted the requisite paperwork for appointment to the panel, they shall have three (3) case experiences and shall be allowed to render three (3) awards.
2. Each party retains the right, following three (3) case experiences to strike that particular arbitrator from the panel.
3. In such case, the parties shall notify the arbitrator of his or her removal from the panel, in writing, and a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator.

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton 7/18/12	/s/ Bill Meyerson 7/18/12

ARTICLE 38
SERVICE RATINGS

NOTE: The following is the existing Article 38 language taken from the contract between the State of Connecticut and New England Health Care Employees Union, District 1199 effective July 1, 2009 – June 30, 2012.

SECTION ONE The procedures and practices associated with Service Ratings will henceforth comply with and be governed by State Personnel Regulation Section 5-237-1, printed in Appendix A. Effective July 1, 2001, Service Ratings will not be subject to appeal under the Grievance Procedure. Since said ratings are not subject to the grievance procedure, the failure to grieve does not constitute a waiver of the Employee's right to challenge the appropriateness of said rating in any disciplinary action based upon performance. Recognizing that both the Employer and the Union may find the service rating a beneficial document in advocating a particular issue, the ratings shall be permissible documents of evidence in proceedings between the parties.

Discipline taken against an Employee that is performance based must be supported by just cause if grieved by the Employee/Union. In situations where an annual increment is withheld based upon substandard performance, the burden to demonstrate the appropriateness of such denial lies with the Employer, if said denial is contested through the contract grievance procedure.

SECTION TWO: The Employer retains all other contractually or statutorily permitted mechanisms for assessing Employee performance. A service rating will be conducted by the management designee familiar with the Employee's performance in the Employee's current job assignment.

The supervisor shall forewarn or notify the Employee of any deficiency in advance of the preparation of service ratings, and offer suggestions for corrective measures the Employee can take to address said deficiency. If an Employee does not have adequate time remaining during the rating period to successfully correct said deficiency, the Employer may amend said previously submitted rating where the Employee has demonstrated marked and sustained improvement.

No supervisor shall make comments within a service rating where such comments are inconsistent with said rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating. No comments will be added to a service rating after it has been signed by the Employee unless the modified rating has been reviewed with and initialed by the Employee prior to placing said rating in the Employee's personnel file. No comments will be added to the service rating after it has been signed by the Employee. All Employees covered by this agreement shall be given copies of their completed service ratings at the time the Employee or Union delegate signs the service rating.

SERVICE RATING ARTICLE

NOTE: The following is new language signed on June 14, 2012.

An Employee shall write a rebuttal where the Employee believes that the tenets set forth above have not been followed. Said rebuttal shall be attached to the service rating at issue. An Employee may meet with the rater to discuss the rebuttal. If no resolution is reached the Employee may meet upon request with the Agency's Human Resources Administrator or designee to review said rebuttal and HR shall determine whether the service rating shall be changed. This decision shall be final and binding. A delegate may be involved in the meeting with the HR representative at the Employee's request.

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton 6/14/12	/s/ Bill Meyerson 6/14/12

MEMORANDUM OF UNDERSTANDING REGARDING EXTENDING THE AGREEMENT CONCERNING COMPENSATORY TIME FOR TECHNICAL HIGH SCHOOL NURSES

Whereas, The State of Connecticut and the New England Health Care Employees Union District 1199, SEIU entered into an agreement in

May of 2010 regarding compensatory time for the Technical School Nurses employed by the Department of Education, and

Whereas, that Agreement has an expiration date of June 30, 2012, and

Whereas, the term of the current contract was extended as a result of the 2011 SEBAC Agreement to June 30, 2016, and

Whereas, it was the intent of the parties that the Compensatory Time Agreement for the Technical Nurses was to sunset upon expiration of the current contract, and

Therefore, the State and the Union agree to extend the MOU regarding compensatory time for vocational technical High School Nurses to the end of the term of the current contract which was extended by Agreement to June 30, 2016. A copy of the Stipulated Agreement regarding Compensatory Time executed in May, 2010 is by reference incorporated herein.

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton 6/27/12	/s/ Dan Strahinich 6/27/12

MEMORANDUM OF AGREEMENT REGARDING PREPARATION DAYS FOR TECHNICAL HIGH SCHOOL NURSES

The State of Connecticut, Department of Education and the New England Health Care Employees Union, District 1199 hereby agree as follows:

1. The Technical High School Nurses shall be provided two and one-half (7 hour) preparation days immediately prior to the commencement of the 2013 School year and annually thereafter.
2. They shall work two (2) seven-hour days with an unpaid lunch break, and one (1) three and one-half (3.5) hour day for a total of 17.5 hours.
3. The scheduling of these preparation days must be approved in advance by the school administrator.
4. Because the Technical High School Nurses are placed on "summer law," they will receive compensation for the preparation days worked no later than the second paycheck of the new school year.
5. All preparation days will be worked during the summer after July 1st of each year.

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton 3/6/13	/s/ Paul Fortier 3/6/13

MEMORANDUM OF UNDERSTANDING REGARDING JOB FAIRS

From time to time, by mutual agreement, the State (OLR) and the Union (President or Designee) may utilize the "job fair" method when necessitated by program closure, consolidation, down-sizing or twenty (20) plus vacancies in same class.

The State and the Union shall enter into a Memorandum of Understanding to codify the parties' agreement.

FOR THE STATE:	FOR THE UNION:
/s/ Fae Brown-Brewton 5/23/12	/s/ Bill Meyerson 5/23/12

MEMORANDUM OF UNDERSTANDING PROMOTIONS AND LATERAL TRANSFERS PILOT PROJECT

The undersigned parties agree that there shall be a pilot project of at least two (2) years duration concerning the utilization of a transfer list to fill certain direct-care vacancies within the Department of Mental Health and Addiction Services (DMHAS). It is understood and agreed that the two year time-period shall commence once the computer systems are developed and fully functional to achieve this purpose.

There shall be a Labor/Management Transfer List Committee, consisting of not more than six (6) persons on each side. The Committee shall be subject to the following guidelines:

- The Committee shall negotiate the terms of the implementation of this Agreement.

- The Agreement is binding on the parties and requires no subsequent vote apart from ratification.
- The negotiations shall not exceed 45 calendar days.
- The Committee shall consist of a fixed membership with no substitutions.

The Department of Mental Health and Addiction Services (DMHAS) shall maintain an agency-wide voluntary transfer list for the job classifications of Mental Health Assistant 1. Employees desiring to change work location or shift by way of lateral transfer, shall put their names on this list indicating the desired shift and/or work location. When a vacancy as defined by the Contract becomes available, the Agency shall offer the position to employees on the Transfer List in order of seniority whose requests match the vacancy and who are otherwise qualified and eligible for such a transfer as set forth herein.

By mutual agreement of the parties, this Lateral Transfer Pilot Project may be extended for an additional twelve months, and expanded to include other job classifications and other Agencies.

FOR THE STATE:
/s/ Fae Brown-Brewton 2/5/13

FOR THE UNION:
/s/ Dan Strahinich 2/5/13

SECTION 3

AGREEMENT WITH RESPECT TO THE TIER 2, 2A AND 3 BREAKPOINT

Under the terms of the 2011 SEBAC Agreement, the parties agreed to enter into negotiations regarding a change in the salary breakpoint in Tier 2, 2A and 3. In that agreement the cost of any change in the breakpoint could not exceed .5% of payroll. The cost of the change in the breakpoint was accounted for in the 2011 SEBAC Agreement and approved by the legislature. The parties have agreed to the following:

For retiring on or after 7/1/2013 under Tier 2, 2A and 3:

1.4% (.014) x average salary at or below the breakpoint

PLUS

1 and 5/6ths% (.0183333 repeated) x average salary Over the breakpoint x years of credited service up to 35

PLUS

1 5/8% (.01625) x average salary TIMES years of credited service over 35

/s/ Linda J. Yelmini
Director of Labor Relations
State of Connecticut

/s/ Daniel E. Livingston
Chief Negotiator
SEBAC

Signed: 12-13-13

The above agreement is subject to ratification by SEBAC Leadership.

Approved by SEBAC Leadership 1-17-14

/s/ Daniel E. Livingston