




University of Connecticut
*Office of the Vice President for
Human Resources and Payroll*

COPIES

Donna B. Munroe
Vice President

June 13, 2011

TO: Members of the Board of Trustees

FROM: Donna B. Munroe 
Vice President for Human Resources and Payroll

SUBJECT: Concession Agreement between the University of Connecticut and the University of Connecticut Professional Employees Association (UCPEA)

RECOMMENDATION

That the Board of Trustees approve the concession agreement between the University of Connecticut and the University of Connecticut Professional Employees Association (UCPEA) subject to ratification by the membership of UCPEA and the State Employees Bargaining Agent Coalition (SEBAC) and approval by the General Assembly.

BACKGROUND

In concert with statewide efforts to address projected budget shortfalls in the State of Connecticut and the University, the University and UCPEA negotiated wage concessions for fiscal years 12 and 13 in exchange for certain job security protections and a contract extension through and including June 30, 2016. The agreement follows a framework established for all state employees through negotiations between the Governor's office and the State Employees Bargaining Agent Coalition. The full text of the agreement is attached along with a summary of key provisions.

Attachment

An Equal Opportunity Employer

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**Summary of the Proposed
Agreement between the University of Connecticut and the University of Connecticut
Professional Employees Association**

The Memorandum of Agreement between the University of Connecticut and the University of Connecticut Professional Employees Association (UCPEA) arises out of negotiations with bargaining units statewide (the SEBAC coalition) to address significant state budget shortfalls projected for FY 2012 and FY 2013. UCPEA, pending membership ratification, approval by the University's Board of Trustees and approval by the Connecticut General Assembly, has agreed to wage concessions in exchange for certain job security protections. This agreement was negotiated in accordance with a statewide framework negotiated by the Governor's office and SEBAC that provides for further concessions in the areas of pensions, health insurance and retiree health insurance.

UCONN UCPEA

Salaries

1. Wage freeze in FY12 and 13
2. Satisfactory performance increases in FY 14 and FY 15 will be .5% across the board as provided in the SEBAC framework. Merit will be temporarily suspended.
3. In FY 16 there will be a 3.25% satisfactory performance increase, a .25% flat dollar increase and a 1.5% merit increase. The merit increase will be distributed as follows: .25% shall be distributed as University Merit/discretionary merit. University merit is to recognize those professional staff members that have significantly advanced the interests of the University and/or their division. 1.25% shall be distributed as performance merit. Performance Merit is variable and connected to the employee's overall rating in their annual performance evaluation.
4. Longevity pay is eliminated for new hires. No longevity payments for any UCPEA members in October 2011. Longevity pay is frozen at current levels for two years through June 30, 2013.

Job Security through June 30, 2015 (Four Years)

1. Job security applies to all permanent UCPEA employees hired prior to July 1, 2011 and all end-date UCPEA employees hired prior to July 1, 2011 except those funded by grants or contracts. (Ledger 5 or Ledger 6).
2. Job protection does not prevent the University from restructuring or eliminating positions provided that those affected are offered another comparable job in accordance with the 2009 concession agreement. Hard funded UCPEA employees on fixed duration projects or assignments must also be offered comparable employment in the event of termination of the project or assignment.
3. Job security protection does not apply to employees during their probationary or working test period.
4. The University agrees that it will establish a process for converting long-term end-dated employees with secure funding to permanent status by October 31, 2011.

The current contract with the exceptions noted above, will continue in full force and effect until June 30, 2016.

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF CONNECTICUT
AND
THE UNIVERSITY OF CONNECTICUT PROFESSIONAL
EMPLOYEES ASSOCIATION (UCPEA)

 **COPY**

Except as expressly modified herein, the Collective Bargaining Agreement between the University of Connecticut and the University of Connecticut Professional Employees Association (UCPEA) effective July 1, 2007 through June 30, 2012 will continue in full force and effect until June 30, 2016.

In order to help address unprecedented and critical fiscal difficulties and to provide stability within the University's vital professional workforce, the University of Connecticut Professional Employees Association ("UCPEA") and the University of Connecticut have reached an agreement to amend and extend the existing collective bargaining agreement, which is effective through June 30, 2012, as described below. The primary purpose of the Agreement is to achieve significant salary cost savings during the next two fiscal years of the agreement and stabilize the existing professional workforce, while retaining flexibility to accommodate programmatic changes at the University. The Agreement is subject to ratification by the UCPEA bargaining unit membership, the University Board of Trustees, and the Connecticut General Assembly.

1. Salaries:

Article 32, Salary, shall be amended as follows:

A. There shall be no increases in salary for satisfactory performance, no flat dollar increases and no merit increases during the fiscal year ending June 30, 2012 (FY 12) and during the fiscal year ending June 30, 2013 (FY 13). Salaries will remain at fiscal year 2011 levels until July 1, 2013.

B. The salary article, Article 32, shall be amended to include additional language as follows:

32.1 e. Effective July 1, 2013, a 3.25% increase shall be added to the June 30, 2013 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2013.

Effective July 1, 2013, a flat dollar amount equal to a 0.25% increase in the salary account divided by the number of UCPEA members in the bargaining unit effective January 1, 2013 shall be added to the June 30, 2013 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2013.

Effective July 1, 2013, in lieu of merit increases, the University shall distribute the equivalent of 1.5% of the gross salary account to each bargaining unit member who performed satisfactorily and was a member of the bargaining unit as of January 1, 2013.

32.1 f. Effective July 1, 2014, a 3.25% increase shall be added to the June 30, 2014 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2014.

Effective July 1, 2014, a flat dollar amount equal to a 0.25% increase in the salary account divided by the number of UCPEA members in the bargaining unit effective January 1, 2014 shall be added to the June 30, 2014 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2014.

Effective July 1, 2014, in lieu of merit increases, the University shall distribute the equivalent of 1.5% of the gross salary account to each bargaining unit member who performed satisfactorily and was a member of the bargaining unit as of January 1, 2014.

32.1 g. Effective July 1, 2015, a 3.25% increase shall be added to the June 30, 2015 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2015.

~~Effective July 1, 2015, a flat dollar amount equal to a 0.25% increase in the salary account divided by the number of UCPEA members in the bargaining unit effective January 1, 2015 shall be added to the June 30, 2015 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2015.~~

32.2 Effective July 1, 2015, the University shall distribute the equivalent of 1.5% of the gross salary account as merit increases to UCPEA bargaining unit members. The merit pool shall be divided as follows: .25% shall be distributed as University Merit and 1.25% shall be distributed as performance merit. Performance merit shall be based on a system of "Merit Increments (MI)" except that a Good evaluation is worth one increment (1 MI), and a Very Good evaluation is worth two increments (2 MI) and an Outstanding evaluation is worth three increments (3 MI). These increases shall be added to the June 30, 2015, base annual salary.

2. Longevity

Article 32.4 shall be revised to include the following additional language:

- A. **New Employees** – 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.
- B. **Current Employees** – 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 their service for the purpose of determining their eligibility and level of longevity entitlement if it would have counted when performed.

C. October, 2011 Payment – No employee shall receive a longevity payment in October, 2011.

3. Job Security (July 1, 2011 through June 30, 2015)

A. The Parties agree that from July 1, 2011 through June 30, 2015 there shall be no loss of employment, including loss of employment due to programmatic changes, subject to the following conditions:

1. Applicable only to those hired prior to July 1, 2011.

2. Applicable through June 30, 2015.

3. Protection from loss of employment is for all permanent and end-dated employees but does not apply to:

- i. Employees in the probationary period or initial working test period;
- ii. Termination of grant or contract, except when the employee is a permanent employee. (It is understood that grants or other contracts means ledger 5 and 6 funding);

B. This Agreement does not prevent the University from restructuring and eliminating positions provided those affected employees are offered employment in a comparable position at the same salary, preferably on the same campus and in the same unit, and within a one-way commute equal to the greater of the employee's present commute or 30 miles from his/her home. If the employee declines the offer of a comparable position, then the employee may be laid off and shall retain all rights under the collective bargaining agreement.

C. The University is not precluded from issuing layoff notices prior to June 30, 2015 for layoffs that will become effective on or after July 1, 2015.

4. Conversion of Long-Term End-Dated Employees to Permanent Status

The University agrees that it shall establish a process for converting long-term end-dated employees with secure funding to permanent status by October 31, 2011.

5. Contract Extension

The collective bargaining agreement now in effect is extended with the above-noted revisions until June 30, 2016.

5. Meet and Discuss.

If the University's state appropriation is reduced below the Governor's current recommended levels for FY 2012 or if the Governor exercises his statutory right to rescission at any time prior to the expiration of this agreement, the parties agree that they will meet for the purpose of discussing options to address the University's budget deficit.

This Agreement is subject to ratification by the University of Connecticut Professional Employees Association.

This Agreement is subject to approval by the University of Connecticut Board of Trustees.

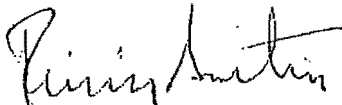
This Agreement is subject to approval by the Connecticut General Assembly pursuant to Connecticut General States § 5-278.

Agreed this 25th day of May, 2011


University of Connecticut

UCPEA

By:


Philip E. Austin
Interim President
University of Connecticut

By:


Kathleen Sanner
President, UCPEA