

Agreement

Between

The State of Connecticut

AND

The State Coalition on

Pay Equity

AGREEMENT

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AND

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Preamble

The following agreement is reached pursuant to Connecticut General Statute 5-200c which requires that all inequities, including sex based inequities identified by the Objective Job Evaluation study be eliminated. The parties agree that equity is established based upon a 1979 review is hereby achieved. This agreement also allows all parties to determine the best method of preparing for the future role of state government. In particular, through this agreement, the parties affirm their commitment to ensuring that the personnel structure and the classification system appropriately address the needs of the public and its employees. Pursuant to that goal, the parties also have extended the Placement and Training Committee which has successfully provided a mechanism through which employees can make the transition from a declining area of employment to an area of service to the state.

General Provisions

Section One – Joint Committee on Redesigning State Employment

A As soon as possible following legislative approval of this Agreement, a Joint Labor/Management Committee on Redesigning State Employment shall be convened. The committee shall have twelve members. The members shall include six members appointed by the Governor and six members selected by SEBAC. The committee shall have two co-chairpersons. One chairperson shall be selected from the appointees of the Governor and the other chairperson from those selected by SEBAC.

B The committee shall review the State's classification system and shall make recommendations to the General Assembly on April 1, 1995. The areas to be covered shall include, but not be limited to, reducing the overall number of classes; eliminating (to the extent possible) one incumbent classes; establishing career ladders that address the concerns of the Upward Mobility Committee and individual bargaining units; promoting flexibility in work assignments; genericizing classes/series; standardizing job specifications formatting/language; exploring new job designs that provide for better service delivery and increase job satisfaction; the role of unions and management in job

design; and the future role of the placement training committee. The committee shall consult with the Upward Mobility Committee and bargaining units representatives as part of its review process.

Section Two – Maintenance of the Pay Equity System

A There shall be a joint-labor management committee by bargaining unit to discuss the creation of all new or changed jobs within the bargaining unit.

B The Objective Job Evaluation unit in concert with the Master Evaluation Committee will complete an evaluation for new jobs in accordance with the Willis Point Factor Evaluation system. Once the class has been filled by an employee for at least 12 months, the agency and the Union will be notified by the Objective Job Evaluation unit that an evaluation review of the job will take place. The salary group will be established as “temporary” pending the formal Master Evaluation Committee review after a permanent incumbent as been in the job for twelve months. After that formal review the salary group will be re-adjusted up or down to its appropriate place on the line. If the points indicate that the salary group should move down, current incumbents will remain in the salary group that they were hired in and will move through the maximum of that salary group; future incumbents will be hired in at the appropriate salary group. If the points indicate that the salary group should move up, current incumbents shall be upgraded and the classification shall be placed in the higher salary group.

In the case of a bonafide emergency (e.g. health, safety, public welfare, immediate loss of funding), a new class may be processed without a formal Master Evaluation Committee review. The Objective Job Evaluation unit will be notified when there is a bonafide emergency and will prepare a preliminary evaluation for the class.

If a position is assigned to a point score higher than those contained in the appropriate unit agreement, the position shall be assigned a salary group based on the pay line formulas used to establish the point breaks contained herein.

C Class Re-evaluation Hearing for Classes Studies under the Willis Point System.

1. The Union but not an individual employee shall have the right to appeal in writing to the director of the job evaluation unit by submitting a complete description of those changes in job content/working conditions that would be significant enough to affect evaluation.
2. When there is a determination by the OJE unit that there are significant enough changes in job content/working conditions to affect the evaluation of the class, the director will schedule an MEC hearing within 60 days. This time frame may be extended for an additional 30 days by mutual agreement.
3. If the director determines that there are not significant enough changes in the job content/working conditions, the OJE unit will notify the agency and the Union.
 - (a) The union (except P-5, NP-5, P-3A, P-3B and P-4 which shall be covered by paragraph b) have the right to appeal the determination of the OJE director to a mutually agreed upon arbitrator or permanent umpire who shall be experienced in public sector position classification and evaluation. He/she shall base his/her decision on the following criteria:
 - (i) Whether there was a change in job content/working conditions of the class appealed significant enough that it would change its evaluation points.
 - (ii) Having found a significant enough change in job content/working conditions, the class shall be presented to the Master Evaluation committee for evaluation.
 - (b) P-5, NP-5, P-3A, P-3B and P-4 class re-evaluation contract language specified in their existing collective bargaining agreements shall govern if the OJE unit finds that the changes in job content/working conditions are not significant enough to affect evaluation points.

4. The results of a Master Evaluation Committee class re-evaluation hearing are considered to the final evaluation for that appeal.

D Master Evaluation Committee Composition.

There shall be a Master Evaluation Committee comprised of union and management representatives of classes that fall under the scope of the Master Evaluation Committee. Each interested bargaining unit which represents such classes may appoint the representative and an alternate for the representative to the Master Evaluation Committee. The state may be equally represented on the Master Evaluation Committee with a minimum of three representatives. All members shall be trained and qualified in the application of the Willis Point Factor Evaluation System. Members will make every effort to regularly attend Master Evaluation Committee meetings. The Objective Job Evaluation unit will notify the appropriate bargaining unit if that bargaining unit is not represented at two consecutive meetings. Bargaining union members serving on the Master Evaluation committee will suffer no loss of pay or benefits as a result thereof.

E Objective Job Evaluation Advisory Committee

The Objective Job Evaluation Advisory Committee shall meet upon request of any member thereof.

F Classification Audit System

All classes that fall under the scope of the Objective Job Evaluation program will be systematically reviewed every five (5) years and, where there have been changes in job content, the job classification will be updated. The classes will be re-evaluated if there has been a significant enough change in the class responsibilities or working conditions to affect evaluation points.

The first classes to be studied and implemented under this review will be any classes covered in the NP-3 and P-2 studies. Because of a lack of an appeal process, NP-3 and P-2 classes will have their benchmarks re-evaluated by the Master Evaluation committee.

G Job Design

The Willis system can be used to evaluate jobs in a variety of classification structures other than the traditional hierarchical structure. Individual bargaining units may negotiate clinical or diagonal job ladders, stipends, or other structures using a baseline evaluation for the “Working Level” job in the series.

Section Three – Placement and Training Committee

A The parties reaffirm their commitment to maximize employment opportunities for State employees and to mitigate the impact of layoffs which may occur.

B Except as modified below, the parties agree to continue the placement and training program as provided for in SEBAC 3.

1. Funds not used in 1992-93 and 1993-94 shall be carried over into subsequent fiscal years.
2. The joint labor/management committee established under this Agreement to review the Stat’s classification system shall make recommendations on the future role of the placement training programs.
3. An eligible employee who goes through the DAS placement process and who is qualified for a higher position which is vacant and which the State has decided to fill, shall have preference for employment over outside hires. An employee who takes a higher position under the DAS placement process shall be paid at a rate that provides for a promotion to the position.
4. An employee who takes a position in a lower salary grade as part of the placement or on-the-job-training process shall be paid at the rate within the lower salary grade which is closest to but not more than his/her current salary, but not to exceed the maximum.

5. If an agency decides not to fill a vacant funded position with an employee who is qualified to fill the position, then the Agency shall state the reasons for not filling position to the Commissioner of Administrative Services. The Commissioner of Administrative Services shall make the final decision as to whether the employee shall be placed into the vacant funded position. The provisions above which provide for the placement at the direction of the Commissioner of Administrative Services shall only apply to positions in the classified service and to unclassified positions in the Departments of Corrections, Social Services, Mental Retardation, Children and Families, Education and Services for Blind, Public Health and Addiction Services and Mental Health. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed to the vacant funded position.

Section Four – Equity

A Effective on each employee's anniversary date during the 1995/96 fiscal year, prior to the application of their annual increment, if any, their salary grade shall be adjusted based upon the appendix objective job evaluation point breaks applicable to their bargaining unit. The salary grade adjustment shall be made based upon the round up method, i.e. the individual shall be placed in the new salary grade at the step closest to but not less than her/his current salary.

B Those employees' on step one of their salary grade at the time their classification is upgraded, pursuant to this agreement, shall remain in their current salary grade until their next anniversary when they shall move to the newly assigned salary grade through the round up method defined in section 4.A above.

C Notwithstanding Section 4.A, employees who are hired on or after June 23, 1995 shall be hired at step one of the classification's salary grade prior to this agreement and shall move with employees on step one as provided in Section 4.B.

D All employees hired after December 20, 1996 shall be hired at the pay grades delineated in the appendices.

E Notwithstanding Section 4.B, employees who are hired prior to July 1, 1994 and who as a result of a promotion are on step one of their salary grade on their anniversary date in fiscal 1995/96 shall be upgraded, pursuant to this agreement, on that anniversary date by an amount equal to one half of the difference between their current step one and the appropriate step one based upon this agreement. On their subsequent anniversary date, the employees shall be moved to step one of the higher group.

F Shift, Weekend, or Overtime Differentials

Any classification currently eligible for overtime, weekend, or shift differential payments shall continue to be eligible for same upon the implementation of the Agreement. The purpose of this section is to ensure that no employees' entitlement to overtime, shift, or weekend differentials, is diminished as a result of this pay equity agreement.

G Working Conditions

All bargaining units shall be allowed to negotiate stipends for working condition issues.

H Red Circled Classes

If a red-circled class has a parallel class which has been assigned Willis points, the Willis points shall apply to the red-circled class. Any upgrading that results from this Agreement shall take place concurrently with the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation. If there is no parallel class, the red-circled class shall be evaluated by the Master Evaluation Committee. If there is an upgrading based on Willis points assigned to the job, it shall take place retroactive to the date of the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation.

I Recruitment and Retention

1. Recruitment and retention issues may be addressed in negotiations for a successor collective bargaining agreement in any collective bargaining unit.

2. During the term of a collective bargaining agreement, if either party believes a recruitment and retention issue exists which is not covered by the terms of the collective bargaining agreement, the parties will meet and discuss the issues and options for the resolution of the matter. To determine whether a recruitment and retention issue exists, the parties shall be guided by, but not limited to, the criteria set forth in Appendix A.
3. If the parties reach an agreement over recruitment and retention issues during the term of a collective bargaining agreement, any adjustments in pay shall be effective and implemented on the date specified by the parties.

J Downgradings

No classification or individual shall be downgraded or red circled as a result of the implementation of the Objective Job Evaluation Study.

Section Five – Long Term Equity

In July 2005 a committee shall be convened which shall report on the status of pay equity. This report shall be made to the Governor, the General Assembly, and all state employee union representatives. This committee shall determine if any inequities based upon the race or gender of position incumbents has been reestablished. The committee shall be comprised six appointees of the state employee bargaining agents, six appointees of the governor, and six appointees of the General Assembly.

Section Six – Disputes and Arbitration

A Disputes Regarding General Provisions

1. There will be a labor-management review committee consisting of two representatives of the unions which are signatories to this Agreement, who shall be designated by the unions representing a majority of the bargaining units and a majority of state employees, and two representatives of the State employer.

2. Any dispute regarding the interpretation or application of the general provisions of the agreement may be submitted to the labor-management review committee, which shall meet to consider the dispute within two weeks of the union's request. If the dispute is not resolved, the matter may be submitted to final and binding arbitration. The arbitrator shall be mutually agreeable to the parties. If the parties can not agree to an arbitrator, one will be selected using the Voluntary Rules of the American Arbitration Association. The Expenses for the arbitrator's services and for the hearing shall be shared equally by the parties.

B Unit Specific Disputes

Disputes regarding the interpretation or application of this agreement to a specific bargaining unit shall be grieved under that bargaining unit's collective bargaining agreement.

Section Seven – Duration

This agreement shall be effective upon approval by the Connecticut General Assembly.

This agreement shall continue in full force and effect unless modified by mutual agreement of the parties or by individual bargaining agreements which specifically provide for a supersedence of the coalition agreement.

Side Letter of Agreement

The Audit referred to in Section Two, subsection F of this agreement shall be conducted in the same order that they were originally studied. This will allow those positions which were reviewed longest ago by the Objective Job Evaluation Unit to be reviewed first. Following the audits of the NP-3 and P-2 bargaining Units as provided for in Section Two, F, the order will be as follows:

Para-Professional Health

Data processing

Corrections

Protective Services

Professional Health

State Police

A & R

Maintenance

Engineering

April 17, 1995

PERSONNEL ADMINISTRATIVE MEMORANDUM NO. 95-51/OLR-13

OFFICE OF LABOR RELATIONS GENERAL NOTICE NO. 95-13

To: Agency Heads, Agency Personnel Managers, And Labor Relations
Designees

Subject: Implementation Of Equity Changes Due To The Agreement Between The
State Of Connecticut And The State Coalition On Pay Equity (The Scope
Agreement)

OVERALL SUMMARY OF CHANGES DUE TO SCOPE IMPLEMENTATION

This memorandum addresses the implementation of the SCOPE agreement for the following executive branch units:

NP-1	State Police
NP-2	Maintenance & Service
NP-3	Administrative Clerical
NP-4	Corrections
NP-5	Protective Services
NP-6	Non-Professional Health Care
P-1	Professional Health Care
P-2	Social and Human Services
P-3A	Education Administrators
P-3B	Education Professions
P-4	Engineering, Science and Technical
P-5	Administrative and Residual

The SCOPE agreement implements new Objective Job Evaluation points to pay grade relationships for most of these bargaining units. This will result in changes in salary group assignments for many of the classes in those bargaining units to be effective June 23, 1995. However due to the nature of the implementation process, not all employees in classes targeted to be upgraded will receive an adjustment to the new salary group immediately, which will necessitate keeping the class's old salary group as an

allowable alternate until December 20, 1996. A listing indicating the current salary group as well as the new salary group based on the new points to pay relationship in the bargaining unit is attached. The list is by alphabetical order within bargaining unit. Bargaining units which have no changes are not included. All of these salary group changes for the job classifications themselves are to be effective June 23, 1995.

In addition effective June 23, 1995 there will be pay plan changes that will be made. Additional steps will be added to the top of many of the plans. These steps will be available to eligible employees if their bargaining units have approved collective bargaining agreements which allow step movement for their employees. In a few instances entire new schedules different at every step will be implemented. Copies of the new pay schedules are attached.

For employees in classes slotted to be upgraded, the effective date of any adjustment will depend on the employee's anniversary date as well as their step placement. The adjustments will be as follows:

1). Employees with July 95 anniversary dates not on step one of their salary grade.

These employees will be adjusted into the new salary group that their classification is assigned to by the round up method effective June 23, 1995.

2). Employees with January 96 anniversary dates not on step one of their salary grade.

These employees will be adjusted into the new salary group that their classification is assigned to by the round up method effective December 22, 1995.

3). Employees with July anniversary dates on step one of their salary grade other than as a result of a promotion.

These employees will be adjusted into the new salary group that their classification is assigned to by the round up method effective June 21, 1996.

4). Employees with January anniversary dates on step one of their salary grade other than as a result of a promotion.

These employees will be adjusted into the new salary group that their classification is assigned to by the round up method effective December 20, 1996.

5). Employees hired prior to July 1, 1994 with July 95 anniversary dates on step one of their salary grade as a result of a promotion.

These employees will be paid at an amount equal to their current annual step one rate plus one half the difference between their current step one annual rate and the step one annual rate for the new salary group (the difference should be rounded up to the

dollar) effective June 23, 1995. They will be moved to step one of the higher group on June 21, 1996 (or in the event that receipt of an annual increment has caused them to be paid at a higher rate than step one of the higher group they will be rounded up to the appropriate step at that time). Directions on how to handle these individuals for APS, CSEIS and payroll purposes will be forthcoming.

6). Employees hired prior to July 1, 1994 with January 96 anniversary dates on step one of their salary grade as a result of a promotion.

These employees will be paid at an amount equal to their current annual step one rate plus one half the difference between their current step one annual rate and the step one annual rate for the new salary group (the difference should be rounded up to the dollar) effective December 22, 1995. They will be moved to step one of the higher group on December 20, 1996 (or in the event that receipt of an annual increment has caused them to be paid at a higher rate than step one of the higher group they will be rounded up to the appropriate step at that time). Directions on how to handle these individuals for APS, CSEIS and payroll purposes will be forthcoming.

7). Employees hired on or after July 1, 1994 but prior to June 23, 1995 on step one as a result of a promotion.

These employees are to be treated identically to employees who are on step one not as a result of a promotion (i.e., they will be adjusted upward into their classification's new salary group on either June 21, 1996 or December 20, 1996 depending on their anniversary date).

8). New hires on or after June 23, 1995

All new hires to classes targeted to be upgraded as a result of the SCOPE agreement shall be hired at step one of the current salary grade, and shall move in accordance with the rules set out for other step one employees. Any new hire who has not had an anniversary date occur by December 20, 1996 will be adjusted to the higher group on that date.

9). Employees promoted on or after June 23, 1995 to classes targeted to be upgraded.

If the employee is promoted on or after the date upon which he or she would have been adjusted upward if he or she had been in the job classification as of June 23, 1995 to which he or she has been promoted, he or she should be promoted into the new salary group. If the date upon which the employee would be adjusted upward has not yet occurred, then the employee should be promoted into the current salary group and should receive his or her SCOPE adjustment at the appropriate time.

10. All adjustments to be made by.

As of December 20, 1996 all employees who have not been adjusted into the new salary group for their classification by then, will be adjusted upward on that date and all new hires will be hired based on the new salary groups.

11. Method of adjustment.

All upgradings due to the SCOPE agreement other than the special adjustment spelled out for step one employees hired prior to July 1, 1994 who are on step one as a result of a promotion are to be made based upon the round up method, i.e. the individual shall be placed in the new salary group at the step closest to but not less than her/his current salary.

INDIVIDUAL UNIT AGREEMENTS

NP-1 State Police

The State Police classes will have an entire new pay schedule put into effect for their Troopers, Troopers First Class, Sergeants, and Master Sergeants. Current employees will be moved from the current plan to new plan in accordance with the rules set out for all employees. A substep has been created for the Trooper/Trooper First Class range to facilitate movement onto the new range. A copy of the new pay plan is attached. No salary group numbering changes are occurring so no list of classification salary group changes is needed. The specifics of how to implement these changes on APS will be worked out directly with the Department of Public Safety during the conversion training.

NP-2 Maintenance and Service, NP-3 Administrative Clerical, NP-4 Corrections, NP-5 Protective Services, NP-6 Non-Professional Health Care, P-1, Professional Health Care, and P-2 Social and Human Services

All of these units will be having two additional steps added to the top of their salary ranges. In the case of the P-2 Social and Human Services unit, these new steps will also replace the lump sum payment to employees at maximum. All adjustments in these units will be made by changing the salary group number to which a class is currently assigned and implementing through the round up method as outlined previously in this memorandum.

P-3A Education Administrators and P-5 Administrative and Residual

No changes in salary group assignments or pay plans will occur due to the SCOPE, agreement Therefore nothing is included for these two units.

P-3B Education Professions

A small number of classes will be upgraded by the round up method on the current EB pay plan. These classes will be eligible to use a step eight. The salary group ranges (EB 22 and EB 25) which these classes will be using are attached. In addition the classes of State School Instructor and Industries Instructor (BESB) will be put into a brand new schedule through the round up method in accordance with the rules spelled out previously. A copy of the new State School Instructor plan to be used for these classes is attached.

P-4 Engineering, Science and Related

Some of-these classes will be upgraded by the round up method due to the SCOPE agreement In addition employees in a number of P-4 classes which are currently assigned to the ES pay plan will be eligible to go to the maximum salary of the salary group above the one they are currently in if they are at the maximum of their current salary group and have a collective bargaining agreement in place that permits step movement. In the SCOPE agreement itself we have referred to salary groups which allow the movement to this eleventh step equal to the maximum of the next higher group with an "a" suffix (as in salary group ES 17a). For APS and CSEIS purposes we will be creating a salary plan EE which will be the ES plan plus that eleventh step. Classes eligible to have that eleventh step added to their salary range will be assigned to the EE plan. The new EE plan is attached.

IMPACT OF ANNUAL INCREMENTS

All SCOPE based adjustments occurring on the same day as an annual increment will occur first. The annual increment will be applied after the SCOPE based adjustment is given. Currently only employees in the NP-6 Non-Professional Health Care and P-1 Professional Health Care bargaining units are eligible for fiscal year 95-96 or fiscal year 96-97 annual increments. We will apprise you of any changes to the current situation which may occur. Employees hired before July 1, 1994 who as a result of a promotion are on step one of their salary grade as of their anniversary date in fiscal year 95-96 and have received an adjustment equal to the difference between their current step one annual rate and the step one annual rate for the new salary group, will also receive an amount equal to whatever their step increase from step one to step two in their current group would have been in the event that they are in a bargaining unit which will receive annual increments in fiscal year 95-96 (i.e. they will still receive their increment despite being off step temporarily).

HEALTH CARE STIPENDS

In the NP-6 Non Professional Health Care and P-1 Professional Health Care units employees receiving recruitment and retention stipends shall have those stipends included in their salary when determining what step in the salary schedule they are to be placed on. The employee's salary plus their stipend should be added together before making any adjustment to a new step. . The additional two steps added to the health care pay plans are to be used if needed. Employees who are upgraded into a new group should be rounded up using their salary plus stipend amount in accordance with the rules set up in this general notice. Employees who do not receive any upgrading into a new salary group should be rounded up into the applicable step of their current group on the date of their first anniversary date on or after 6/23/95 (but in no event later than 12/20/96). Any annual increment would be applied after this round up occurs. If there is no step into which the employee can be rounded up to, the employee is to be placed at the highest available step, and the employee is to receive the difference between the amount of that step and the amount of their current salary plus their current stipend as a new stipend.

MISCELLANEOUS

Any classification currently eligible for overtime, weekend or shift differential payments shall continue to be eligible for the same upon implementation of the SCOPE agreement. This means that in the event that an individual unit has a cut off point for eligibility and a SCOPE upgrading will put a class over the limit, the class will continue to be eligible.

CONFIDENTIAL EMPLOYEES

Confidential exclusions and classifications who are assigned to a pay plan used by one of the bargaining units referenced in this memorandum will be eligible to receive adjustments in the same manner as the bargaining unit classifications and/or employees assigned to the same pay plan.

Further information on how to specifically handle implementation of this agreement for APS and CSEIS purposes will be issued shortly. We realize that some of the procedures are complicated and will require careful consideration. All questions should be directed to Agency Personnel Offices. Agencies may direct questions on this memorandum or the SCOPE agreement to Shaun McDonough of the Office of Labor Relations at 566-2370.



Peter W. Allen
Labor Relations Manager