EDUCATION ADMINISTRATORS (P-3A)
COLLECTIVE BARGAINING AGREEMENT

between

State of Connecticut

and

Connecticut State Employees Association
SEIU Local 2001

Effective: July 1, 2016 **Expires: June 30, 2021**

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PREAMBLE

STATE OF CONNECTICUT, acting by and through the Office of Labor Relations and the State Board of Education and the State Department of Rehabilitation Services, hereinafter called "the State," "the Employer," "the appointing authority" or "management," and the UNIT OF EDUCATION ADMINISTRATORS, CONNECTICUT STATE EMPLOYEES ASSOCIATION, hereinafter called "the Association" or "the Union."

WITNESSETH:

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through increased efficiency and productivity; and

WHEREAS the parties to this Agreement share the professional leadership for the improvement of education in Connecticut and are charged with implementing the educational interests of the State including the provision of an equal opportunity for each Connecticut resident to a suitable program of education experiences, as provided under law.

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE 1 - RECOGNITION

Section One. The State of Connecticut herein recognizes the Connecticut State Employees Association as the exclusive representative, for the purposes of collective bargaining, of the State employees whose job titles are included within the Unit of Education Administrators by the Connecticut State Board of Labor Relations in Case No. SE-3342. Where the parties have intended language to apply to one or more, but not all, agencies subject to this agreement they have specifically so indicated in the agreement.

Section Two. This Agreement shall pertain only to those employees whose job titles are included in the Education Administrators Unit and shall not apply to non-permanent employees appointed to non-permanent positions on a temporary, durational or emergency basis not to exceed six (6) months. Notwithstanding the foregoing, the parties have agreed to cross-bargaining unit language regarding temporary and durational appointment, which can be found in Appendix C.

ARTICLE 2 - ENTIRE AGREEMENT

This Agreement, upon Legislative approval pursuant to or as otherwise provided by Connecticut General Statutes, Section 5-278, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement. With the exception of pending claims between the parties prior to June 30, 2016, this Agreement concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The parties agree, however, that the duty to bargain to the extent required by law over the decision to terminate or amend regulations, general letters, administrative directives, and agency rules or orders, reduced to writing and uniformly applied to employees since July 1, 1979, which are herein incorporated by reference, shall be neither waived nor diminished except as indicated otherwise herein.

ARTICLE 3 - SUPERSEDENCE

The inclusion of language in this Agreement concerning matters formerly governed by law, regulations, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations, and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix to this Agreement or where, by necessary implication, no other construction is tenable.

ARTICLE 4 - MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this Agreement, the State reserves and retains all the lawful and customary rights, powers and prerogatives of public management. Such rights include establishing standards of productivity and performance of its employees; determining the mission of an agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other action against its employees; the relief from duty of its employees because of lack of work; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE 5 - UNION RIGHTS

Section One. Employer representatives shall deal with Union-designated stewards or representatives exclusively in the processing of grievances or any other aspect of contract administration.

Section Two. There shall be ten (10) stewards for the State Department of Education, and one (1) steward each for three Bureaus within the DORS: Bureau of Education and Services for the Blind, the Bureau of Rehabilitation Services, and the Office of Early Childhood, and three (3) at-large stewards. On an annual basis, the Union will furnish the State employer with the current list of stewards designated to represent any segment of the employees covered by this Agreement, specifying the jurisdiction of each steward. The Union will notify the State employer regarding any changes. The stewards shall have super seniority with respect to all other unit employees in regard to the following:

(a) Layoff – stewards shall be the last employees laid off in their agency.

(b) Union Officers shall enjoy the benefits of super seniority as described above.

Section Three. Access to Premises. Union staff representatives shall be permitted to enter the facilities of an agency at any reasonable time for the purpose of discussing, processing or investigating filed grievances, or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival, or if that is not possible, provided that they give notice of their presence immediately to the first supervisor outside the bargaining unit in charge. Access to premises will not be unreasonably denied.

Section Four. Role of Steward. The stewards will request and obtain permission, which will not be unreasonably denied, from their managerial supervisors when they desire to leave their work assignments to carry out their duties in connection with this Agreement. When contacting an employee, the steward will first report to the employee's managerial supervisor and will request and obtain permission, which will not be unreasonably denied. If the immediate managerial supervisor is unavailable, permission will be requested and obtained and not be unreasonably denied from the next level of supervision. Stewards thus engaged will report back to their job and will suffer no loss of pay or other benefits as a result thereof. The Union will cooperate in preventing abuse of this Section.

Section Five. Bulletin Board. The State will continue to furnish reasonable bulletin board space in each geographic location which the Union may use for its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space and shall be responsible for the appearance of the area.

Section Six. Access to Information. The employer agrees to provide the Union, upon request and within a reasonable time, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the State for the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information law. The employer shall regularly forward to the bargaining unit president one copy of all official State Board of Education meeting agenda, materials, minutes and items of information not otherwise protected by the Connecticut General Statutes, as soon as such items become available. The employer shall assure that current agendas and minutes of all State Board of Education meetings shall be available in each bureau.

Section Seven. Not more than one (1) employee elected to the office of CSEA Delegate to the Executive Council with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted, subject to the approval of the Undersecretary for the Office of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position relatively equal to the former position in pay, benefits and duties, at the rates in force at the time of return from such leave.

Section Eight. The Union will provide each new employee with a copy of the collective bargaining agreement then in force and will furnish such employee with the name of his/her steward. As soon as

practicable, the State will cooperate in permitting a contact period, not to exceed one (1) hour, for the steward and any newly hired employee.

Section Nine. A bank of up to four hundred (400) hours for each year of the contract shall be granted for Steward Training, Union Conventions or Union Business, and new employee orientation. When this bank of hours is depleted, additional time may be granted by the employer for union business. The Union will request such time from the employer in writing, whenever possible at least two (2) weeks prior to the utilization of said hours, including the names of the employees and the time required. Up to ten (10) percent of the annual hours may be carried over into a succeeding contract year but all leave excesses shall expire on the final date of this Agreement.

Section Ten. Neither party shall discriminate against or harass an employee for membership or non-membership in the Union or lawful activity of Union stewards on behalf of the Union.

Section Eleven. The Union may request the use of State facilities outside of normal working hours for Union meetings. Permission will not be unreasonably denied. The Union will reimburse the State for any expenses incurred in the usage of such facilities and will assume the responsibility for the security and condition of the area.

Section Twelve. Coding of Union Time. Employees shall code their time spent conducting Union business as follows:

LUBEA: Union Steward Employee Agency	Paid leave for union stewards and other union officials to attend to contract administration duties at the steward's or official's own agency and work site that does not involve the participation of management representatives (e.g., meet with an employee(s) to process a grievance).
LUBEO: Union Steward Employee Outside Agency	Paid leave for union stewards and other union officials to attend to contract administration duties away from the steward's or official's own agency and/or work site that does not involve the participation of management representatives (e.g., meet with an employee(s) to process a grievance).
LUBLP: Union Business Leave Paid	Paid leave for union stewards and other union officials when they are authorized to leave their work site on Union Business Leave (UBL). This time is deducted from the contractual bank of hours provided in each contract for such things as

	steward training, conventions, etc. This leave must be pre-approved by OLR.
LUBMR: Union Steward with Mgmt. Rep.	Paid leave for union stewards and other union officials for activities that involve the participation of management representatives, such as attending grievance conferences, arbitrations or prohibited practice conferences, representing employees at investigatory interviews or pre-disciplinary meetings (Loudermills), and/or participating in labor management meetings.
LUBCN: Union Contract Negotiations	Paid leave to attend contract negotiations and/or contract interest arbitrations that involve the participation of management representatives.

ARTICLE 6 - UNION SECURITY AND PAYROLL DEDUCTIONS

Section One. During the life of this Agreement an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

Section Two. Union dues shall be deducted by the State employer biweekly from the paycheck of each employee who signs and remits to the State an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

Section Three. An employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to become a member of the Union which is the exclusive bargaining agent for his/her unit, or an employee whose membership is terminated for non-payment of dues or who resigns from membership shall be required to pay an agency service fee under Section Four.

Section Four. The State shall deduct the agency service fee biweekly from the paycheck of each employee who is required under Conn. Gen. Stat. Section 5-280 to pay such a fee as a condition of employment, provided however, no such payment shall be required of an employee whose membership is terminated for reasons other than non-payment of Union dues or who objects to payment of such fee based on the tenets of a religious sect. The amount of agency service fee shall not exceed the applicable dues payable to the Union.

Section Five. The amount of dues or agency service fee deducted under this Article shall be remitted to the Secretary/Treasurer of the Union as soon as practicable after each payroll, along with the list of employees for whom any such deduction is made.

Section Six. No payroll deduction of dues or agency service fee shall be made from Worker's

Compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

Section Seven. Payroll deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement.

Section Eight. The State employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fees. Additional payroll deductions shall also be authorized if approved by the State in advance.

Section Nine. The Union shall indemnify the State for any liability or damages incurred by the State in compliance with Sections Two, Four, Five and Six of this Article.

Section Ten. The existing system of voluntary payroll deduction for the Union's Political Action Fund shall be continued.

Section Eleven. The State will provide the Union with a monthly report of the new hires and separations in the bargaining unit. The report shall contain the employee name, agency, job title and effective date of the action, as was shown in the sample report prepared by the Department of Administrative Services during the negotiations for this agreement.

ARTICLE 7 - EMPLOYEE BILL OF RIGHTS

Section One. Both management and unit employees shall promote a harmonious and democratic atmosphere of respect and dignity. Neither party shall participate in behavior which in any way damages that atmosphere.

Section Two. An employee shall be entitled to Union representation at each step of the grievance procedure.

Section Three. No record of complaint against any employee shall be kept in an employee's personnel file unless such record includes identification of the complainant.

Section Four. Working conditions shall reflect a respect for the professional role of the employees.

ARTICLE 8 - NON-DISCRIMINATION

Section One. The parties agree to work jointly to implement positive and aggressive Affirmative Action programs in order to redress the effects of past discrimination, if any, whether intentional or unintentional; to eliminate present discrimination, if any; to prevent further discrimination; and to ensure equal opportunity in the application of this Agreement.

Section Two. Notwithstanding any provisions of this Agreement to the contrary, the Employer shall have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et seq. Upon request the Employer will meet and discuss specific concerns identified by the Union; however, this shall not delay any actions taken to comply

with the ADA. Issues involving ADA implementation shall be the subject of ongoing discussions at Labor-Management Committee meetings.

Section Three. The parties herein agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, marital status, lawful political activity, ancestry, criminal record, mental retardation, sexual orientation, learning disability or physical disability including but not limited to blindness, except for bona-fide occupational qualifications.

ARTICLE 9 - NO STRIKES - NO LOCKOUTS

Section One. Neither the Union nor any bargaining unit employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout, or any interference with the mission of a State agency.

Section Two. The Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article.

Section Three. The State agrees that during the life of this Agreement there shall be no lockout.

ARTICLE 10 - PERSONNEL RECORDS

Section One. An employee's personnel file or "personnel record" is defined as that which is maintained at the agency level, exclusive of any other file or record.

Section Two. An employee covered hereunder shall, on his/her request, be permitted to examine and copy, at his/her expense, all materials in his/her personnel file, other than material that is confidential or privileged under law. The State employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's records upon presentation of appropriate authorization from the employee involved.

Section Three. The State reserves the right to place all material which it deems necessary in an employee's personnel file. No new material relating to the performance of an employee shall be placed in the employee's personnel file unless he/she received a concurrent copy of such material. If the employee or his/her steward declines to sign such material (indicating receipt), it will be so noted, and such material will become part of the official personnel file. At any time an employee may file a written rebuttal to such materials which will be made part of the personnel file.

Section Four. This Article shall not be deemed to prohibit supervisors from maintaining written notes or records of employee's performance for the purpose of preparing performance evaluations.

ARTICLE 11 - PERFORMANCE EVALUATION

Section One. A written performance evaluation will be conducted by a designee from management who is familiar with the employee's work. In the event that an employee has had more than one supervisor during the rating year, if the prior supervisor(s) have supervised the employee for more than six months he/she shall have input and provide feedback to the current supervisor for purposes of developing the evaluation. However, such impact shall be limited to the period during which the

prior supervisor supervised the employee. When an employee is rated "unsatisfactory," the rating supervisor shall state reasons, and if practicable, suggestions for improvement. All unsatisfactory evaluations must be discussed with the employee at an informal meeting to be scheduled by the rating supervisor, normally within seven (7) days after the employee has seen the report. For the purpose of deciding eligibility for an annual pay increment, an unsatisfactory evaluation filed by the May 15th prior to the increase date, shall be considered in any denial of such increment.

Section Two. Disputes over unsatisfactory evaluations shall be subject to the grievance and arbitration procedure for tenured employees only; and shall be subject to the grievance procedure only and not to arbitration for employees in the probationary period. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the evaluator in applying the relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily and capriciously.

Section Three. Review of all existing evaluation forms and procedures shall be an appropriate subject for the Labor Management Committee.

Section Four. Promotional Review. After three (3) years in a classification in an agency, each employee in the unclassified service may request a review for the purpose of merit promotion to the next higher classification. Merit promotional reviews are to be conducted within thirty (30) days of the employee's request. At least one (1) year must elapse between requests by an employee for merit promotion requests. Management reserves the right to review and promote employees prior to the completion of three (3) years of service in a classification in an agency.

The merit promotional review shall be conducted by the employee's immediate management-level supervisor, who shall submit his/her recommendation through the appropriate chain of command for review and to the agency head or his/her designee for a final decision.

The results of a merit promotional review are to be stated as "Promotion" or "No Promotion." Detailed suggestions for employee growth and improvement are to be provided with all "No Promotion" results.

A merit promotional review finding of "Promotion" shall result in a merit promotion to the next higher classification. No employee may be promoted unless the proper merit promotional review is conducted and the requisite credentials are met by the employee.

The promotional review system guidelines established by the parties shall remain in effect but may be revised by mutual agreement.

Disputes over a management promotional review which results in a decision of "No Promotion" shall be subject to the grievance and arbitration procedure. In any such arbitration, the arbitrator shall not substitute his/her judgment for that of the reviewing managers in applying the guidelines and criteria for merit promotion but whether the reviewing managers can be shown to have been arbitrary and capricious.

Disputes over a second management promotional review which results in a decision of "No

Promotion" shall be subject to the arbitration procedure, including a pre-arbitration step.

Section Five. Merit Evaluation Program.

(a) The parties agree to continue the Merit Evaluation Program. The elements of this program have been established with the approval of the Commissioner of Education, Commissioner of Social Services, Executive Director of the Bureau of Education and Services for the Blind, Commissioner of Developmental Services, and Commissioner or designee of the Department of Construction Services, and any successor entity whose decision on the program is not subject to the grievance and arbitration procedure.

The purpose of the program is to enhance services to the State's clients and to provide concrete and attractive financial rewards for meritorious achievement. The merit evaluation will reflect valid judgments of employee performance.

(b)(1) In accordance with the approved Merit Evaluation Program, employees on the salary schedule who are not eligible for an annual increment and who do not receive an annual increment during a contract year shall receive a lump sum merit pay supplement as follows:

Overall Performance Evaluation	% of Annual Salary
Outstanding	4.5%
Excellent	3.5%
Fully Successful	2.5%

Any merit pay supplement shall not be included as part of the base salary.

(b)(2) In accordance with the approved Merit Evaluation Program, employees on the salary schedule who are eligible for an annual increment and who receive an annual increment during a contract year shall receive a lump sum merit pay supplement as follows:

Overall Performance Evaluation	% of Annual Salary
Outstanding	2%
Excellent	1.5%

Any merit pay supplement shall not be included as part of the base salary.

(c) The State will provide $500,000 for fiscal years 2016-17, 2017-18, 2018-19, 2019-20, and 2020-21 for the purposes of implementing the Merit Evaluation Program. There shall be unlimited carryover of unused funds from one fiscal year to the succeeding fiscal years. Lump sum payments to eligible employees shall be made in the last pay check preceding June 30th of the contract year.

In the event there are insufficient monies to fully fund the above merit pay supplements, a pro-rata reduction shall be applied to the merit pay supplements. For example, if there is a 25% shortfall in available funds to fully fund the merit pay supplements, then each employee will have the dollar amount of his/her lump sum payment reduced by 25%.

(d) This contract and the Merit Evaluation Program approved by the Agency Head or designee shall be the documents which guide the implementation of the program. Merit evaluations and their attendant pay supplements are neither grievable nor arbitrable. Any employee may appeal his/her merit evaluation to the Agency Head or designee, whose judgment shall be final and binding on all parties.

(e) The parties agree to the following schedule of pro-rating the payout of the Merit Evaluation Program for employees terminating state service prior to end of the fiscal year:

25% of merit payout if the employee's retirement is effective September 1, October 1, November 1, or December 1 (or if layoff, death, or non-disciplinary termination occurs from September 1 to December 31)

50% of merit payout if the employee's retirement is effective January 1, or February 1 (or if layoff, death, or non-disciplinary termination occurs in January or February).

75% of merit payout if the employee's retirement is effective March 1, or April 1 (or if layoff, death, or non-disciplinary termination occurs in March or April).

100% of merit payout if the employee's retirement is effective May 1 or June 1 (or if layoff, death, or non-disciplinary termination occurs in May or June).

An employee's PSPES must be in place before the beginning of the fiscal year.

An employee will receive payment at the same time as other active employees and will be subject to the same conditions as active employees.

Section Six. Joint Committee to Revise Sections 4 & 5 of Article 11.

This Agreement shall reopen effective July 1, 2018 with respect to the promotion review system guidelines set forth in Section 4 of this Article, and with respect to all of Section 5 of Article 11. For this purpose the parties shall immediately appoint a joint committee of equal numbers of union members and managers to seek a common solution to improving the fairness, accuracy and reliability of the merit evaluation and promotion systems. If no such joint solution is agreed to on or before October 1, 2017, the parties shall commence formal bargaining of those provisions. At the commencement of formal bargaining, the parties shall also seek joint appointment of an interest arbitrator, and if no such arbitrator is selected by November 1, 2017, either party may apply to the Federal Mediation and Conciliation Service for the appointment of such arbitrator. The provisions of Article 11 shall remain in full force and effect unless and until changed by valid and mutual agreement, or arbitral award. No award may increase or decrease the amount specified in the agreement to fund Article 11.

ARTICLE 12 - WORKING TEST PERIOD, PROBATIONARY PERIOD AND TENURE

Section One. Working Test Period.

(a) Each bargaining unit employee shall serve a working test period of one (1) year of continuous service within a class, be it initial employment or subsequent to a promotion. For part-time employees, the working test period shall be based on hours rather than calendar months [e.g., 1828 hours equal one (1) year.]

(b) Subsequent to a promotion, achievement of status within the higher class shall be contingent upon the successful completion of the working test period as evidenced by written performance evaluations.

(c) After the initial six (6) months of continuous service, each bargaining unit employee shall be entitled to use accrued vacation and personal leave time, calculated as of the date of initial employment. For part-time employees the six (6) months of continuous service will not be pro-rated.

Section Two. Probationary Period and Tenure. Each bargaining unit employee shall serve a probationary period of three (3) years of continuous service, regardless of classification during that period, for the purpose of achieving tenure within an agency. Commencing with the first day of the fourth year of continuous service, he/she shall be construed to have achieved tenure within an agency. For part-time employees, the probationary period shall be based on hours rather than calendar months [e.g., 1828 hours equal one (1) year.]

Section Three. Should an employee be promoted during this probationary period (3 years), the remainder of the probationary period and working test period of the higher class may run concurrently. However, no working test period may be less than one (1) year.

Section Four. Where circumstances warrant, the employer may extend the probationary period for up to twelve (12) months prior to awarding tenure.

Section Five. The failure of a working test period for a tenured person shall not be construed to have affected tenure within the agency.

ARTICLE 13 - DISCIPLINE, DEMOTION AND DISMISSAL

Section One. No bargaining unit employee who has successfully completed the probationary period and achieved tenure shall be disciplined except for just cause. Any disciplinary action against a tenured employee is subject to the grievance and arbitration procedure. Disciplinary action against an employee who has not achieved tenure shall be subject to the grievance procedure but not to the arbitration procedure. A disciplined employee shall receive from the employer written notice of such action, as well as the reasons for same.

In cases of demotion or dismissal, the employer will demonstrate that counseling and progressive discipline took place prior to such actions; however, nothing in this Section shall prohibit the Employer from bypassing progressive discipline when the nature of the offense requires. In such cases, the failure to apply progressive discipline shall not in and of itself be cause for overturning the

disciplinary action. Discipline shall be defined as dismissal, demotion, suspension or written reprimand/written warning. Oral counseling shall not be considered discipline.

Section Two. Demotion and Dismissal. No bargaining unit employee who has successfully completed the probationary period and achieved tenure shall be demoted or dismissed except for just cause. A demotion or dismissal action against a tenured employee is subject to the grievance and arbitration procedure.

Demotion or dismissal of a non-tenured employee during the first year of employment may not be grieved or arbitrated. A non-tenured employee during the second and third year of employment shall be continued for a second, third and fourth year unless such employee is notified in writing ninety (90) days prior to the anniversary date of hire.

The employer shall provide the employee with a written statement of reasons for non-continuation, within ten (10) days of the notice of dismissal.

A non-tenured employee in his/her second or third year of employment who has been notified that his/her services will not be continued or that he/she has been demoted may, upon written request filed with the Agency Head, within ten (10) days after receipt of such notice, be entitled to a hearing to be held within fifteen (15) days of the receipt of such request. Such hearing shall be conducted by the Agency Head or his/her designee. The decision of the hearing official shall not be subject to the grievance and arbitration procedure. In the Employer's discretion, the Employer may pay a separated employee for the notice period referenced above in exchange for the employee's immediate suspension. The Employer shall pay such employee in bi-weekly payments.

Section Three. Employer Conduct for Discipline. Whenever it becomes necessary to discipline an individual employee, the supervisor vested with said responsibility shall undertake said talks in a fashion calculated to apprise the employee of his/her shortcomings, while avoiding embarrassment and public display.

Section Four. Placement of an employee in the bargaining unit on a paid leave of absence shall be governed by Regulation 5-240-5a to permit investigation. In the event that the investigation cannot be concluded within the stated timeframe the Agency shall notify the Union in writing of the need for additional time, with anticipated end date of said investigation. Provided, however, nothing shall preclude an employee from electing to be placed on an unpaid leave of absence for up to thirty (30) days. In such event, the employee may draw accrued vacation pay.

At the expiration of the investigation period, the employee shall be either:

(1) charged with the appropriate violation;

(2) reinstated and reassigned to other duties determined appropriate by the appointing authority pending completion of the investigation; or

(3) reinstated from leave.

Section Five. Questioning. An employee who is being questioned concerning an incident or action which will subject him/her to disciplinary action shall be notified of his/her right to have a union steward or other representative present upon request, provided however, this provision shall not unreasonably delay completion of the questioning before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

Section Six. The State reserves the right to discipline or discharge employees for breach of the No Strike Article. An employee may grieve said disciplinary action directly to Step III. If, in an arbitration proceeding, the Employer established that the employees breached the No Strike Article, the arbitrator shall not substitute his/her judgment for that of the Employer as to the appropriateness of the discipline imposed, except that in cases of dismissal, the arbitrator may modify the penalty of dismissal if the Employer's judgment can be shown to be arbitrary, capricious or discriminatory.

ARTICLE 14 - ORDER OF LAYOFF OR REEMPLOYMENT

Section One. A layoff is defined as the involuntary non-disciplinary separation of an employee from State service.

Section Two. (a) Section Two. (a) For the purpose of this article, the definition of seniority in Article 16 shall apply. No employee shall be laid off if any employee in the same agency in the same class and with comparable qualifications, with less seniority, is retained. For employees in the Bureau of Rehabilitation Services, seniority shall include continuous service with the Department of Education at the time the Division/Bureau of Rehabilitation Services was transferred to DHR. For employees of the Department of Construction Services, seniority shall include continuous service with the Department of Education at the time the Bureau of School Facilities was transferred to the Department of Construction Services and any successor entity.

(b) Up to five (5%) percent of the employees (not less than one (1) person) within a class within an agency shall be exempt from the seniority factor when the State determines that there is a need for special skills. "Special Skills" refers to jobs difficult to fill with a replacement except after extensive training.

(c) Employees with less than one (1) year of seniority shall be deemed to have zero seniority for layoff purposes.

(d) If layoffs according to seniority have an adverse impact on affirmative action goals, then the State and the Union shall meet to discuss the issue, consistent with Article 8, Non-Discrimination.

Section Three. The State employer shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action. The Agency Head shall make every effort to arrange to have the employee transferred to a vacancy in the same class within the agency in which the employee works and for which the employee is qualified. If the employee refuses to accept the transfer, he/she may exercise bumping rights as specified in Section Four. Furthermore, management will make every effort to offer the employee a position within the agency for which he/she is

qualified and where a vacancy exists, and management will work on behalf of the employee with other state agencies to seek out potential reemployment in State service.

Section Four. In lieu of layoff, an employee with more than three (3) years of seniority may bump into a lower class for which qualified within the bargaining unit within an agency. The bumper shall bump the employee with the lowest seniority in such lower class with lesser seniority than the bumper, subject to the provisions of Section Two. The bumper shall be paid for service in the lower class and specialty as provided in Regulation 5-239-2(f). In the event of a layoff occurring in the Bureau of Rehabilitation Services or the Bureau of Disability Determination during the life of this Agreement, employees in DORS/BRS or DORS/DDS may exercise bumping rights across agency lines into the Department of Education in accordance with this Section. The previous sentence shall not apply to employees initially hired into state service on or after July 1, 1998. In the event of a layoff occurring in the Department of Construction Services and any successor entity during the life of this Agreement, employees in the Department of Construction Services and any successor entity may exercise bumping rights across agency lines into the Department of Education in accordance with this section.

Section Five. Reemployment list. (a) Employees who have passed their working test period whose services are terminated under this Article shall be placed on a reemployment list for three (3) years after termination. An employing Agency may bypass the reemployment rights of a non-tenured employee if the Agency determines that the employee cannot perform the functions of the job. Upon request, the Agency will provide the Union with the reasons for bypass, but such decision is neither grievable nor arbitrable. Tenured employees whose services are terminated under this Article shall be placed on a reemployment list for three (3) years after termination. The names of those tenured employees who are eligible for reemployment shall be arranged in order of seniority by agency. A person on a reemployment list is eligible for direct reappointment to the agency from which he/she was laid off provided a funded vacancy exists for which the person is qualified.

(b) Employees shall be entitled to placement on the reemployment list for any or all classes to which they were formerly appointed by the appointing authority. In the event that an employee is appointed to a position from a reemployment list but such position is in a lower salary group than the class or classes for which his/her name is entered upon a reemployment list, he/she shall remain eligible for certification from the latter list.

(c) An employee appointed from a reemployment list to a position in his/her former salary group will be appointed at the same step in such group as he/she held upon layoff. An employee so appointed to a position in a lower salary group will be appointed at the same step in the lower salary group as he/she held upon layoff from the higher salary group.

(d) Appointment from outside State service shall be made only after qualified laid off employees on a reemployment list have been offered reemployment.

Section Six. A committee of five (5) persons, three (3) appointed by Management and two (2) by the

P-3A Unit, shall be established to review and assess the qualifications of applicants from the reemployment list in relation to vacant position descriptions, and to make recommendations to the Agency Head.

Section Seven. (a) No full-time permanent employees will be laid off as a direct consequence of the exercise by the State employer of its right to contract out.

(b) The State Employer will be deemed in compliance with this Section if:

(1) the employee is offered a transfer to the same or similar position in which, in the Employer's judgment, he/she is qualified to perform, with no reduction in pay; or

(2) the Employer offers to train an employee for a position which reasonably appears to be suitable based on the employee's qualifications and skills. There shall be no reduction in pay during the training period.

Section Eight. Seniority lists shall be maintained and made available to the Union on September 1 of each year.

Section Nine. If the seniority of two or more employees is exactly the same, then bargaining unit seniority shall prevail; if the bargaining unit seniority is exactly the same, then classification seniority shall prevail. If classification seniority is exactly the same, the employee(s) with the lower employee number(s) shall be considered to have more seniority for purposes of the selection for layoff.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section One. Definition. Grievance. A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement.

Section Two. Format. Grievances shall be filed on mutually agreed upon forms which specify: (a) the facts; (b) the issue; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought.

In the event a form filed is unclear or incomplete and not in compliance with this Section, the State employer shall make his/her best efforts to handle the grievance as he/she understands it.

Section Three. Grievant. A union representative, with or without the aggrieved employee, may submit a grievance and the Union may, in appropriate cases, submit an "institutional" or "general" grievance in its own behalf. When an individual employee or group of employees elect(s) to submit a grievance without Union representation, the Union's representative or steward shall be notified of the pending grievance, shall be provided a copy thereof, and shall have the right to be present at any discussion of the grievance, except that if the employee does not wish to have the steward present, the steward shall not attend the meeting but shall be provided with a copy of the written response to the grievance. The steward shall be entitled to receive from the employer all documents pertinent to the disposition of the grievance and to file statements of position.

Section Four. Informal Resolutions. The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that the parties attempt informal resolution of all disputes and to avoid the formal procedures.

Section Five. A grievance shall be deemed waived unless submitted at Step 1 within thirty (30) days from the date of the cause of the grievance or within thirty (30) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance.

Section Six. The Grievance Procedure.

Step I. A grievance may be submitted within the thirty (30) day period specified in Section Five to the employee's first management supervisor in the chain of command (e.g., Bureau Chief) who is outside the bargaining unit. Such supervisor shall meet with the union representative and/or the grievant and issue a written response within seven (7) days after such meeting but not later than ten (10) days after the submission of the grievance.

Step II. Agency head or designee. When the answer at Step I does not resolve the grievance, the grievance shall be submitted by the Union representative and/or the grievant to the agency head or his/her designee within seven (7) days of the previous response. Within fourteen (14) days after receipt of the grievance, a meeting will be held with the employees and a written response issued within five (5) days thereafter.

Step III. Undersecretary of the Office of Labor Relations or designee. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary of Labor Relations or his/her designee has had an opportunity to resolve the grievance. An unresolved grievance may be appealed to the Undersecretary of the Office of Labor Relations within seven (7) days of the date of the Step II response. Said Undersecretary or his/her designated representative shall hold a conference within thirty (30) days of receipt of the grievance and issue a written response within ten (10) days of the conference.

Step IV. Arbitration. Within ten (10) working days after the State's answer is due at Step III or if no meeting is held within thirty (30) days, within ten (10) working days after the expiration of the thirty (30) day period, an unresolved grievance may be submitted to arbitration by the Union or by the State, but not by an individual employee, except that individual employees may submit to arbitration in cases of dismissal, demotion or suspension of not less than five (5) working days. The party requesting arbitration shall forward the submission to the other party, in writing, by certified mail, return receipt requested.

Notwithstanding the foregoing, unless the parties agree to the contrary for a particular case, the Arbitration Protocol set forth as Appendix B to the agreement will replace the third step of the

grievance procedure, and the arbitration scheduling provisions of Article 15. The union may invoke arbitration following step 2.

Section Seven. For the purpose of the time limits hereunder, "days" shall mean calendar days unless otherwise specified. The parties by mutual agreement may extend time limits or waive any or all of the steps hereinbefore cited.

Section Eight. In the event that the State employer fails to answer the grievance within the time specified, the grievance may be processed to the next highest level, and the same time limits therefor shall apply as if the State employer's answer had been timely filed on that last day.

The grievant assents to the last attempted resolution by failing timely to appeal such decision, or by accepting said decision in writing.

Section Nine. Arbitration. (a) The parties shall establish a panel of arbitrators. Normally, arbitrators shall be scheduled to hear arbitration cases filed for hearing on a rotating basis, by alphabetical order, unless the parties agree to the contrary in any case. The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party, one-half the cost shall be borne by the State and the other half by the party submitting to arbitration. On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, a separate arbitrator shall be appointed at the request of either party to determine the issue of arbitrability.

(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment.

In cases of dismissals, demotions or suspensions in excess of five (5) days, the parties shall request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the cost thereof.

The State will continue its practice of paid leave time for witnesses of either party.

(c) The arbitrator or arbitration panel shall be limited to the application of the provisions of this Agreement, shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date the grievance was submitted at Step One.

The arbitrator's decision shall be final and binding on the parties in accordance with Connecticut General Statutes Section 52-418, provided however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on competent jurisdiction to construe any such award as contravening the public interest.

Section Ten. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:

(a) dismissal of employees during the initial working test period;

(b) dismissal of non-tenured employees except as specified in Article 13;

(c) the decision to lay off, or non-disciplinary termination of employees, provided that the employer shall provide the Union, upon request, supportive data regarding the decision to lay off;

(d) compliance with health and safety standards covered by Connecticut OSHA;

(e) selection of interviewees for job vacancies;

(f) any incident which occurred or failed to occur prior to the effective date of this Agreement;

(g) those inherent management rights not restricted by a specific provision of this Agreement.

Section Eleven. The conferences of the grievance procedure and arbitration hearings shall be closed to the public unless the parties mutually agree otherwise.

ARTICLE 16 – SENIORITY

Section One. Seniority shall be defined as length of continuous State service, including war service, for the following purposes: (a) longevity; (b) length of vacation leave; (c) vacation period selection; (d) layoff and reemployment.

For part-time employees, seniority shall be prorated in accordance with the number of hours worked by the employee.

Section Two. Seniority shall not be computed until after completion of the initial working test period. Upon successful completion of the working test period, seniority shall be retroactive to the date of hire.

Section Three. State service while working in a provisional or trainee position shall not accrue until permanent appointment, whereupon it shall be retroactively applied to include such service. This provision shall not apply when the employee has achieved permanent status prior to appointment to the trainee position or on a provisional basis.

Section Four. Seniority shall be deemed broken by: (a) termination of employment caused by dismissal; (b) failure to report for five (5) working days without authorization; or (c) any other separation not in good standing.

Seniority credit for prior service will be given to any employee with permanent status who is reemployed within one (1) year after termination in good standing, including reemployment from retirement; or to an employee who is reemployed from a layoff reemployment list within three (3) years.

Notwithstanding the above, employees who had a break in service and were rehired prior to July 1,

1979 shall have their seniority restored for all service prior to the break.

Section Five. An employee's seniority shall accrue during the following periods: (a) military leave, (b) paid leave, (c) workers' compensation, (d) unpaid sick leave, maternity leave, leave for disability or family emergency due to illness, authorized leaves of absence or layoff of up to a maximum of nine (9) months or the length of employee's service whichever is less.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

Section One. Within the framework of agency goals, the employer shall be responsible for providing relevant professional development which meets the needs of P-3A members.

Section Two. The identification of professional development needs shall be jointly determined by management and employees.

Section Three. In-service Training. When the professional development needs of employees can be met through a professional development activity or activities, management shall make the appropriate instruction available to employees during regular working hours. The State shall provide for structured professional development activities for members of this unit, to promote professional growth in job related areas.

Section Four. (a) The employer recognizes its responsibility to provide relevant training for each employee, continue on-the-job training, professional development and the need for its employees to keep abreast of advancements in the various fields related to employment in this unit. To the extent that such responsibility is appropriately charged fully to a grant source, the employer shall use its best efforts to expedite and accommodate requests for travel and other costs related to training and professional development. Requests by bargaining unit members which cannot be so accommodated shall be handled through the process in subsection (c) below.

State authorized attendance at conferences and seminars shall be at State expense except to the extent appropriately charged to a third party.

(b) The State employer shall make payment to unit members for authorized expenses related to approved travel. All unit members shall be granted a prior draw to be equivalent to all authorized expenses of a minimum of fifty dollars ($50). Management may withhold prior draw privileges for the next travel authorization from any employee who has, without good reason, failed to comply with prior draw policies. The professional growth and training of employees shall be considered along with budget and staffing when determining the number of employees to be permitted to attend a particular conference or seminar.

(c) A joint Professional Development Committee shall administer a fund for defraying expenses incurred for attendance by permanent employees at professional development activities. The Committee shall be comprised of two (2) representatives from each the State and Union. A request by the employee to use this fund for tuition reimbursement expenses as described in Section 5 of this

provision shall be handled in accordance with Section 5. This fund shall be used only for defraying costs for employee-initiated activities and shall not diminish the Employer's obligation to defray expenses for employer initiated activities.

Time off for attendance by members at committee meetings will be without loss of pay or benefits on the condition that such attendance will not exceed one (1) day per month of release. The committee may develop procedures as are necessary to administer the process consistent with the contract and law. The actions or non-actions of the committee are not precedent setting nor are they subject to collateral attack in any forum.

Requests for use of the fund shall, after approval by the appointing authority, be submitted to the committee for action. Approval of professional development opportunities by the appointing authority will not be unreasonably denied. Denial, when determined, shall be explained in a written memorandum. An unreasonable denial of any employee's request may be appealable to the Office of Labor Relations. The Office of Labor Relations shall respond to the appeal within five (5) working days. Upon approval by the Committee, the Agency Head shall immediately forward the request to the Comptroller.

There shall be fifteen thousand dollars ($15,000) appropriated to the fund in each of the FY 18 and 19 contract years, which reflects the identical reduction in Tuition Reimbursement Fund appropriation for those years. There shall be fifteen thousand dollars ($15,000) appropriated to the fund in the FY 20 contract year. That amount shall be increased to twenty-one thousand dollars ($21,000) in FY 21. There will be unlimited carryover of unused funds from one contract year to the succeeding contract year(s).

Each eligible employee shall be entitled to a maximum of four thousand five hundred dollars ($4,500) reimbursement per the contract duration toward the cost of fees, materials, travel, food, and/or lodging related to professional development. Reimbursement shall be consistent with standard state travel regulations. Employees who attend training herein will continue to receive regular pay and benefits.

Section Five. Tuition Reimbursement. (a) The State shall allocate Forty Thousand dollars ($40,000) in each year of the agreement to provide full reimbursement for tuition and fees to eligible employees. For FY 18 and 19 only, that amount shall be reduced to $25,000, and the remaining $15,000 for each of those two years shall be appropriated for use by the Joint Professional Development Committee in Section Four. Criteria for course approval set forth in the State's existing tuition reimbursement program shall be adopted for use under this Section, with required exceptions as indicated in this Agreement. Distance learning courses may qualify for tuition reimbursement provided that such course work is offered by an institution that is fully accredited as an undergraduate/graduate institution and would otherwise qualify under the program were the member

in physical attendance. The maximum reimbursement rate shall be 75% of the per credit rate inclusive of fees for undergraduate and graduate courses at the University of Connecticut at Storrs. Notwithstanding the above, unexpended tuition funds at the end of the fiscal year shall be divided among eligible bargaining unit members who have taken graduate courses during the fiscal year up to a maximum of 100% of the per credit graduate rate at the University of Connecticut.

(b) No employee may be eligible for reimbursement for more than twelve (12) credits per fiscal year.

(c) There shall be unlimited carryover of funds from one fiscal year to succeeding fiscal years.

(d) The State shall reimburse, to a maximum of three (3) graduate credits per semester, fees associated with continuing registration for doctoral dissertation.

Section Six. Release Time. The employer may grant release time to employees for professional development activities which may include, but are not limited to, attendance at professional seminars, workshops, or related courses of professional instruction. This means that employees may request and, if granted may attend, conferences, workshops and other professional development activities beyond those funded by the employer. Permission under this Section shall not be unreasonably denied.

Section Seven. (a) Fees for all licenses and/or certifications shall be waived or reimbursed to a bargaining unit employee when the licenses or certification are required by the appointing authority as a condition of continued employment.

(b) Dues for membership in professional organizations shall be reimbursed by the State when it is determined by management that the employee's participation in the organization's activities is essential.

Section Eight. Ten Thousand Dollars ($10,000) shall be allocated to the Department of Rehabilitation Services, Bureau of Education and Services for the Blind (DORS/BESB) for the purpose of sending bargaining unit employees in BESB to the yearly regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired.

Effective July 1, 2019, Fifteen Thousand ($15,000) in each remaining year of the contract shall be allocated to DORS/BESB for the purpose of sending bargaining unit employees in BESB to the yearly regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired.

Effective July 1, 2020, Twenty Thousand ($20,000) shall be allocated to BESB for the purpose of sending bargaining unit employees in DORS/BESB to the yearly regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired.

After the allocation for bargaining unit employees to attend the yearly regional convention of the Association for Education and Rehabilitation for the Blind and Visually Impaired, the parties may by mutual agreement expend any unused monies.

ARTICLE 18 - HOURS OF WORK AND WORK SCHEDULES

Section One. (a) It is expected that each bargaining unit member will devote the time necessary to meet his/her professional obligations. The standard for all full-time employees shall be thirty-five hours in five (5) consecutive days, Monday through Friday. The standard daily work schedule shall be 8:30 AM to 4:30 PM.

(b) 40 Hour Workweek

1. Each Agency shall use its best efforts to offer the opportunity for hours upgrades to interested employees. To assist in making decisions under this section, each Agency shall maintain a volunteer list of employees seeking additional hours as part of their regular assignment. Employees may add themselves, or remove themselves, from such list semi-annually. No grievance may be filed under this provision except by the Union.
2. The parties may negotiate over any other schedule in excess of a thirty-five (35) hour workweek.
3. The Office of Labor Relations shall be the State's representative in all such negotiations. If an agreement is reached between the parties to implement a schedule over thirty-five (35) hours, such agreement may be implemented without any additional legislative approval required. Any such agreement requires the signature of the Undersecretary for Labor Relations and the Executive Director of the Union. This shall not be deemed mid-term bargaining for purposes of interest arbitration.

Section Two. With the prior approval of his/her management supervisor, an employee may be authorized to work a non-standard workday or workweek.

Section Three. An employee who is requested or required by management or necessitated by their job duties to work beyond his/her regularly scheduled workday or workweek shall be granted compensatory time off. Employees working beyond their normal work day without a management request shall normally seek approval in advance unless the necessity could not be reasonably anticipated. In no event shall such time be the basis for additional compensation.

Section Four. Rest periods. Employees shall be scheduled to receive a fifteen (15) minute paid rest period in each half shift.

Section Five. Management shall not be arbitrary, capricious or unreasonable in implementing this Article.

Section Six. The parties have agreed to job sharing guidelines, which are provided for in Appendix A.

Section Seven. An employee may request an adjustment in his/her work schedule subject to the following conditions:

(a) No employee shall work less than seven (7) hours per day over a five-day workweek.

(b) The starting time of the workday must be between 7:00 A.M. and 9:30 A.M., and the end of the workday shall be adjusted accordingly.

(c) At least a one-half hour and not more than a one hour lunch period must be taken.

(d) A request for a work schedule adjustment must be submitted in writing to the employee's immediate management-level supervisor (e.g., Bureau Chief) who shall make a recommendation for approval or disapproval of the alternative work schedule and shall forward the request and the recommendation to the next level management supervisor (e.g., Division Director) who shall make a final decision on the request.

Section Eight. Compressed Work Schedule. An employee may request a compressed work schedule. A compressed work schedule shall include but not be limited to a four day work week, a five day/four day biweekly work schedule, a 41/2 day work week and other arrangements mutually agreed to by the employee and management. A compressed work schedule may be ongoing throughout the year or be for a specific period of time, i.e. summer months. A compressed work schedule may be implemented under the following conditions:

a. The employee initiates said request along with supportive justification.

b. Such request is compatible with agency operating needs.

c. A request for a compressed work schedule must be in writing to the employee's immediate management-level supervisor who shall make a recommendation for approval or disapproval of the compressed work schedule and shall forward the request and recommendation to the next level management supervisor who shall make a final decision.

d. The Agency reserves the right to terminate any individual compressed work schedule to meet agency operating needs with two weeks advance notice, except in emergencies.

e. Disputes under this section are neither grievable nor arbitrable.

Section Nine. Except as otherwise provided in this Article, educational consultants within DORS/BESB will work the equivalent of a 10 month year, representing a total of 217 days less paid holidays starting between the dates of August 20 and September 1, and ending between and June 20 and June 30.

Section Ten. BESB may establish schedules in excess of 217 days (less paid holidays), based upon available funding and agency operational needs. In filling these work schedules, BESB shall seek volunteers among qualified bargaining unit employees who shall receive compensatory time off. It shall not be deemed a violation of this Agreement for BESB to fulfill all or part of its summer programming needs with employees from outside the bargaining unit.

Notwithstanding the foregoing, the parties have agreed to cross-bargaining unit language regarding alternative work schedules, compressed work schedules, and telecommuting, which can be found in Appendix C.

ARTICLE 19 - TEMPORARY SERVICE IN A HIGHER CLASSIFICATION

Section One. Temporary Service in a Higher Classification is defined as the assignment by an appointing authority to perform service in a higher classification when there is a bona fide vacancy which management has decided to fill temporarily rather than permanently, or when an employee is on extended absence due to illness, leave of absence, or other reasons, provided such assignment is approved by the Commissioner of Administrative Services or designee. Extended absence is one which is expected to last more than thirty (30) consecutive working days.

Section Two. (a) An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first consecutive working day, be paid for such actual work, retroactive to the first day of such service, at the rate of the higher class, as if promoted thereto.

(b) An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form along with a copy of the written notification seeking approval of the assignment from the Commissioner of Administrative Services or designee in writing. The form certifying the assignment shall specify the rights and obligations of the parties under Section Two (c) and (d).

(c) If by the thirty-first consecutive working day the assignment has not been approved, the appointing authority shall immediately reassign the employee to his/her former duties and compensate the employee for assigned service pursuant to Section Two. No appeal rights shall accrue in this instance.

(d) In the event the Commissioner of Administrative Services disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class, the employee may continue working as assigned with recourse under the appeal procedure for reclassification but not under the grievance or arbitration procedure, or may request reassignment. If reassignment is denied by the appointing authority, the employee may appeal such action as outlined above. If reassignment is granted, no appeal right shall accrue.

Section Three. No employees shall be required to perform temporary service in a higher classification without his/ her consent. There shall be no loss in any of the rights, provisions or benefits of this contract to an employee as a result of temporary service in a higher classification.

ARTICLE 20 - PERMANENT PART-TIME EMPLOYEES

Section One. Permanent part-time employees will continue to receive wages and fringe benefits on a pro-rata basis to the extent provided under existing rules and regulations.

Section Two. A permanent full-time employee may request of management that their position be adjusted to a part-time status of not less than half-time. If granted, the reduction to part-time shall be considered a temporary arrangement and the employee shall remain in the bargaining unit and be covered by the terms of this Agreement.

ARTICLE 21 - SAFETY

The employer is receptive to all recommendations regarding improvement of apparently unsafe or unhealthy conditions. Once the employer determines that an unsafe or unhealthy condition exists, it will attempt to alleviate or otherwise remedy the condition.

Disputes over unsafe or unhealthy working conditions shall be processed through the Labor Department in compliance with COSHA or otherwise with the Department-wide Labor Management Committee, but shall not be subject to the grievance procedure if processed through COSHA or the Department wide Labor Management Committee.

ARTICLE 22 - LABOR MANAGEMENT COMMITTEE

Section One. Not less than six (6) times each year, a Labor Management Committee representative of the bargaining unit, consisting of not more than five (5) persons selected by each party, shall meet at the unit level to discuss matters of mutual concern, including but not limited to:

(a) methods of improving employer/employee relations and productivity;

(b) safety and health problems of a continuing nature;

(c) other problems which have an impact on conditions of employment.

Section Two. On an annual basis a set of issues and objectives will be developed for discussion and action over the succeeding twelve (12) months with a schedule, established by the committee, for reporting on progress. The employer shall make every effort to identify and provide the financial or other resources required to accomplish said objectives.

Section Three. The unit employees participating in the meetings shall be in pay status for time spent in Labor Management meetings held during their regularly scheduled hours of employment.

Section Four. Union staff or representatives may render assistance to the Labor Management Committee established herein.

Section Five. The parties shall establish Labor/Management Committees at the Agency level to discuss items under Section One.

ARTICLE 23 - INDEMNIFICATION

During the life of this Agreement, the State employer will continue to indemnify persons covered by this Agreement to the extent provided by Sections 4-165, 10-235 and 19a-24 of the Connecticut General Statutes.

ARTICLE 24 - LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless or until legislative approval has been granted pursuant to or as otherwise provided by Conn. Gen. Stat. Section 5-278. The State employer shall request such approval as provided in said Section. If the legislature rejects such request as a whole, the parties shall return to the bargaining table.

ARTICLE 25 - TRANSFER

Section One. Transfers within the Agency may be made when the Agency Head or his/her designee determines the good of the service or the benefit of the employee will be served, in accordance with the following:

(a) Voluntary transfer: An employee requesting a transfer shall submit a written request to his/her immediate supervisor who shall forward it to the Agency Head with a recommendation. Transfer requests will be kept on file for twelve (12) months, unless withdrawn in writing by the employee.

(b) Administrative transfer: An employee shall be notified at least ten (10) working days in advance of an administrative transfer, and in special circumstances, may request and be granted up to thirty (30) working days. Such notice of transfer shall be written and include reasons for and a description of the transfer.

Section Two. Transfer shall not affect the accumulation of an employee's benefits or seniority provided herein.

Section Three. Union stewards will not be transferred involuntarily outside their designated jurisdiction except if necessary to meet operational needs. Such transfers shall not be made arbitrarily. Grievances under this Section shall be expedited to Step III of the grievance procedure.

Section Four. Employees who are currently eligible for "home offices" will continue for the term of this Agreement to have "home offices" and any benefit related to the home office duty station. If the Bureau of Education and Services for the Blind establishes regional offices during the term of the contract, the Union and Employer shall meet and discuss modifications to the existing "home office" practice. If there is a mutual agreement between the parties after such discussions, modifications to the "home office" practice may be implemented during the term of the contract.

ARTICLE 26 - OUTSIDE EMPLOYMENT

Employees may use off-duty time for purpose of remuneration provided the following conditions are met;

1. The work does not interfere with accomplishing the employee's normal work responsibilities in an effective manner.

2. The work does not diminish the prestige of State service.

3. Such outside obligations do not prevent the employee from assuming emergency duties required by the regular position.

4. The employee does not receive remuneration for work which is customarily within the jurisdiction of and responsibility for which compensation is received by his/her required position.

5. The work will not require the employee to leave prior to the end of the workday without the prior approval of the employer, and under special arrangements.

6. The work does not violate a state statute, regulation or executive order, and does not constitute a conflict of interest.

Prior to initiating outside employment services, each employee shall notify the Employer of such outside employment by use of the Outside Employment Form. The employee has a continuing obligation to notify the Employer of any changes in the status of the employee's outside employment.

ARTICLE 27 - COMPENSATION

Section One. a) Except as provided below, there shall be no general wage increase paid to any P-3A bargaining unit employee for the 2016-2017 and the 2017-2018 contract years. Individuals entitled to a promotion in accordance with the rules governing these subjects as outlined in the Connecticut General Statutes or their collective bargaining agreement shall receive increase in wages due to such promotion in accordance with past practice.

b) Effective July 1, 2019, the base annual salary for all P-3A bargaining unit employees shall be increased by three and one-half percent (3.5%).

c) Effective July 1, 2020, the base annual salary for all P-3A bargaining unit employees shall be increased by three and one-half percent (3.5%).

The agreement shall reopen, effective July 1, 2019, solely to allow resolution of any demand the Union may make for a restructuring of salary, increment, or pay structure, consistent with the "Framework for Job Security concerning Wages and Other Matters" attached to the 2017 SEBAC Agreement. That framework allows changes in the distribution of GWI and Increment to reflect restructuring that may occur, but does not allow the Union to bargain to increase total compensation. The Union may effectuate the reopener by informing the State, in writing, on or before January 1, 2018, of its desire to do so.

Section Two. Employees will be eligible for and receive annual increments during the term of this contract in accordance with existing practice.

Notwithstanding the prior provision:

- There will be no annual increments made for contract years 2016-2017 and 2017-2018.
- Effective July 1, 2018, P-3A bargaining unit employees shall receive a one-time two thousand dollar ($2,000) payment. This one-time payment shall be pro-rated for part-time unit employees.
- The one-time payment shall be paid in July 2018.
- Effective July 1, 2019, P-3A bargaining unit employees shall receive annual increments.
- Effective July 1, 2020, P-3A bargaining unit employees shall receive annual increments.

Section Three. Employees shall continue to be eligible for longevity payments in accordance with

existing practice and in accordance with the SEBAC 2011 and 2017 Agreement. The longevity schedule in effect on June 30, 1979 shall remain unchanged in dollar amounts for the life of the Agreement and is appended hereto.

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.

a. July 1, 2016 – June 30, 2017 longevity shall be paid on time.
b. July 1, 2017 – June 30, 2018, October 2017 longevity shall be paid on time; April 2018 longevity shall be delayed until July 2018.
c. July 1, 2019 – June 30, 2020 longevity shall be paid on time.
d. July 1, 2020 – June 30, 2021 longevity shall be paid on time.

Section Four. Travel Reimbursement
During the life of this Agreement, an employee who is required to travel on employer business shall be reimbursed at the following rates unless reimbursement amounts under the Standard State Travel Regulations are increased; in that event, reimbursement shall be increased to and remain constant with the Standard State Travel Regulations:

Effective	7-1-2009
Breakfast	$10
Lunch	$14
Dinner	$25

Plus all taxes plus 15% of meal maximum gratuity.

*Applicable to out-of-state travel or when authorized in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services.

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position may be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services, Advance approval must be obtained, except in emergencies.

Mileage reimbursement shall be at the current GSA rate. Said figure shall be readjusted within (30) days of the readjustment by the U.S. General Services Administration.

Employees required to utilize a personal vehicle for State business for fifty (50) percent of the assigned monthly work days (which must be at least nine (9) work days) shall be paid a daily vehicle use fee of $4.50 for each day of required usage which shall be in addition to the mileage reimbursement described above.

Section Five. Unit Coordinators shall receive an annual stipend of Fifteen Hundred Dollars ($1,500.)

Section Six. When the Employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefor. The Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and the employee agree to some other arrangement. (For example, an employee who has been overpaid by $5.00 per pay period for six months shall refund the Employer at the rate of $5.00 per pay period over six months.) The Employer shall give due consideration to claims of hardship.

In the event the employee contests whether he/she was actually overpaid, the Employer shall not institute the above refund procedure until the appeal is finally resolved through the grievance procedure.

Section Seven. The State will expeditiously notify the Union in writing of any proposed hiring of above Step 1. If requested by the Union after receipt of such notice, the State shall meet with the Union to discuss the proposed hiring. Said meeting shall be scheduled to avoid delay in the hiring process. The parties recognize the need to keep confidential the fact that an individual may be leaving a former employer throughout this process.

Section Eight. During the term of this Agreement if the State wishes to provide additional compensation to certain classifications for purposes of recruitment and/or retention, the State and the Union will meet and discuss the proposed increase If, after thirty (30) days of discussions, no agreement has been reached, the State may implement the additional compensation.

ARTICLE 28 - METHOD OF SALARY PAYMENT

Section One. Worker's Compensation Coverage and Payments. When an employee has become temporarily disabled as a result of illness or injury caused directly by his/her employment, said employee may, pending final determination as to the employee's eligibility to receive Worker's Compensation benefits, charge said period of absences to existing leave accounts. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Upon final and non-appealable decision by appropriate State authority that an employee is entitled to receive Worker's Compensation benefits, said employee shall receive his/her first payment no later than four (4) weeks following such determination. Accrued leave time may be used to supplement Worker's Compensation payments up to but not beyond the regular salary.

Section Two. Advanced Vacation Pay. Upon written request to the agency, no later than three (3) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee vacation period. Such advances shall be for the period of not less than one (1) pay week.

Section Three. Regular paychecks will be available for distribution at the agency by 3:00 P.M. on alternate Thursdays.

ARTICLE 29 - GROUP HEALTH INSURANCE

The terms and conditions of the health insurance coverage for employees covered by this Agreement are the subject of a separate agreement between the parties.

ARTICLE 30 - HOLIDAYS

Section One. For the purpose of this Article, holidays are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

Section Two. Unless superseded in this Article, the provisions of Section 5-254 and the appurtenant regulations shall continue in force.

Section Three. Work on a Holiday. Each full-time permanent employee whose job does not require him/her to work on a holiday shall ordinarily receive the holiday off and shall receive his/her regular week's pay for the week in which the holiday falls. When such employee is required to work on a holiday, and such work is preapproved by management including the maximum number of hours to be worked, he/she shall receive equivalent time off.

ARTICLE 31 - VACATIONS

Section One. Each year, every bargaining unit employee shall earn paid vacation credits for each completed month of service, as follows:

0-5 years, 1 2/3 days per month; over 5 and up to and including 10 years, 1 3/4 days per month; over 10 and up to and including 20 years, 1 5/6 days per month; over 20 years, 2 1/12 days per month.

Part-time employees' length of service for purposes of earning vacation credits shall be pro-rated [e.g., 1828 hours equal one (1) year]

Section Two. No employee may carry over, without agency permission, more than ten (10) days of vacation leave to the next year. Employees are urged, however, to schedule use of vacation leave to preclude build-up of accrued vacation.

For employees hired on or before June 30, 1977, the maximum accumulation of vacation shall be one hundred twenty (120) days. For employees hired on and after July 1, 1977, the maximum accumulation shall be seventy (70) days.

Education Consultants (B.E.S.B.) (10 months) within DORS/BESB who work the equivalent of a 10 month year shall not accrue vacation leave during the months of July and August.

Section Three. Except as provided herein, the written rules and regulations relative to vacation leave shall continue in force. Upon leaving state service, an employee shall receive a lump sum payment for accrued vacation time in accordance with Section 5-252 of the Connecticut General Statutes.

ARTICLE 32 - PREGNANCY, MATERNAL AND PARENTAL LEAVE

Section One. Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity, defined as the hospital stay and any period before or after the hospital stay certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leave. Upon expiration of paid leave, the employee may request, and shall be granted, a leave of absence without pay and with position held. The total period of leave of absence with position being held shall not exceed six (6) months following the date of termination of the pregnancy. A request to continue on a leave of absence must be in writing. Such requests may be granted for an additional period not to exceed three (3) months. If granted, the position may or may not be held for the extended period, subject to the appointing authority's decision.

Section Two. Up to five (5) days of paid leave, deducted from sick leave will be provided to an employee in connection with the birth, adoption or taking custody of a child.

Section Three. The parties agree to be bound by C.G.S. 31-51kk and its appurtenant regulations and any amendments thereto. An employee who is granted a statutory nondisability leave may request and shall be granted the financial benefits of accrued vacation leave, personal leave and/or compensatory time during the period of statutory leave; however, such time, if taken during the period of statutory leave, shall not be utilized to extend the same leave for a period in excess of that described in the request for such leave or the statutory maximum. Employees shall have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four months beyond the expiration of any leave otherwise due under this collective bargaining agreement or under the FMLA, and as is current practice, employees may extend personal medical leave for up to 24 weeks after all other leaves have expired and with appropriate medical certification.

Holidays which occur during the period covered by the leave provisions of C.G.S. 31-51kk shall not be compensated unless the employee is currently utilizing paid vacation, compensatory time or personal leave as may be permitted above and consistent with current practice.

ARTICLE 33 - SABBATICAL LEAVE

Section One. Sabbatical leave is a means of enhancing the growth and effectiveness of members of the professional staff. The purpose of such leave is to provide time for study and research, creative work, or educational travel, within the framework of agency needs.

Section Two. An employee may become eligible for sabbatical leave every seventh year.

Section Three. Sabbatical leave may be granted up to one-half year on full pay or for a longer period, up to one year on half-pay. The period of leave shall be counted for retirement purposes, seniority and other benefits provided proper contributions and payments are made.

Section Four. The granting of sabbatical leave is not in any case automatic but is based upon the advantage to the applicant as a professional employee and to the State as the employer. The granting of sabbatical leave is subject to approval by the appointing authority upon consideration of a written proposal by the employees.

Section Five. Up to two (2%) percent of the professional employees may be on sabbatical leave in any one year. However, management in its discretion may approve additional requests for sabbatical leave in excess of the two (2%) percent.

Section Six. An applicant for sabbatical leave must present a plan of study, research, or other activity that will improve the professional values of the employee.

Section Seven. An applicant must agree to return to his/her former position for a period of at least two (2) years after expiration of leave. He/she agrees not to accept a salaried position during the period of the leave.

Section Eight. In its sole and exclusive discretion, the appointing authority may grant a sabbatical leave with pay only after he/she has received evidence that conditions of eligibility have been met and he/she has approved the program of study, research or other self improvement work.

Section Nine. The appointing authority shall retain for at least seven (7) years all materials associated with each request for sabbatical leave and the disposition thereof.

ARTICLE 34 - SICK LEAVE

Section One. Each full-time employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days per completed calendar month of service.

(a) Such leave starts to accrue only on the first working day of the calendar month and is credited upon completion of the month.

(b) No sick leave will accrue when an employee is on leave of absence without pay for an aggregate of more than five (5) working days.

(c) Education Consultants (B.E.S.B.) (10 months) within DORS/BESB who work the equivalent of a 10 month year shall not accrue sick leave during the months of July and August.

Section Two. The appointing authority shall grant sick leave to the eligible employee who is incapacitated for duty. During such leave, the employee is compensated in full and retains his/her employment benefits. Such leave shall not be granted for periods of time during which the employee is receiving compensation in accordance with Section 5-142 or 5-143 of the General Statutes, except to the extent permitted by said Sections or for recuperation from an illness or injury which is directly traceable to employment by an employer other than the State of Connecticut.

Section Three. An eligible employee shall be granted sick leave:

(a) for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours;

(b) in the event of death in the immediate family when as much as five (5) working days leave with pay shall be granted. Immediate family means spouse, parent, siblings including step and half siblings, children including step children, and also any relative who is domiciled in the employee's

household;

(c) in the event of illness or injury to a member of the immediate family, provided that not more than ten (10) days of sick leave per calendar year shall be granted therefor;

(d) for going to, attending, and returning from funerals of persons other than members of the immediate family, if permission is requested and approved in advance by the appointing authority and provided that not more than five (5) days of sick leave per calendar year shall be granted therefor.

Section Four. If an employee is sick while on annual vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the appointing authority.

Section Five. A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave. When a full day off is granted by the act of the Governor, an employee on sick leave shall not be charged as being on sick leave.

Section Six. An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis.

Section Seven. An employee who has resigned from State service in good standing and who is reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

Section Eight. All sick leave shall be recorded in the attendance records of the appointing authority. Such records shall reflect the current amount of accrued leave, the amount and dates when leave was taken, and the current balance available to each employee. The records shall be subject to review by the Undersecretary for the Office of Labor Relations, and said records shall be available at reasonable times to the employee concerned.

Section Nine. Sick leave may be used in minimum increments of one (1) hour.

Section Ten. Sick leave shall accrue for the first twelve (12) months in which an employee is receiving Worker's Compensation benefits.

Section Eleven. A medical certificate may be required under the following circumstances:

(a) sick leave of more than five (5) consecutive days;
(b) a recurring problem with intermittent manifestations;
(c) sick leave of more than two (2) days during any vacation leave;
(d) leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

Section Twelve. Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum of sixty (60) days' pay.

Section Thirteen. Upon retirement all employees in the bargaining unit, including those covered

under the Teachers Retirement System, shall be paid one-fourth of his/her daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum of sixty (60) days' pay.

Section Fourteen. Sick Leave Bank. Effective July 1, 1982 there shall be established an Emergency Sick Leave Bank to be used by bargaining unit employees who have completed the working test period. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor/Management sub-committee established to administer the program. Said committee shall be comprised of four (4) designees, two (2) from the employer and two (2) from the Union, and shall have full authority to grant benefits and administer the program in accordance with the guidelines below or as mutually agreed to. Time off without loss of pay or benefits shall be granted to members of the subcommittee to attend meetings as necessary to administer the program.

(a) Each employee not in the working test period shall contribute one (1) day from accrued sick leave to the sick leave bank. Each new employee, subsequent to completing his/her initial working test period shall contribute one (1) day. Days contributed shall not revert to employees if not used. The employer will contribute fifty (50) days to initially fund this sick leave bank.

(b) Days contributed to the bank shall thereafter be allocated to bargaining unit employees with catastrophic or extended long-term illness.

(c) To be eligible for allocations of sick days from the bank, an employee must meet the following conditions:

1. Exhaustion of all sick leave and personal leave, and all but 4 weeks' vacation leave.

2. The illness or injury is not covered by Worker's Compensation and/or such benefits have been exhausted.

3. An acceptable medical certificate supporting the absence is on file. A new medical certificate may be required after 60 days.

4. The bank is not depleted.

5. Having completed the working test period.

(d) Benefits under this Article shall accrue at the rate of eighty (80%) percent per day for each day of illness or injury commencing with the sixteenth day after exhaustion of leave or Worker's Compensation as outlined above. No employee shall be eligible to draw from the bank more than once per contract year, more than one hundred (100) days per year of illness, or if the fund is depleted. Employees may be required to submit new medical certificates after 60 days. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility (beyond five working days as provided in Section One b) or be eligible for holidays or

other paid leave benefits. The subcommittee shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness in question.

(e) Unused days in the sick leave bank shall be carried over from year to year and shall not lapse.

(f) If at any time the bank should be depleted, each eligible employee shall be assessed one day from his/her accrued sick leave.

(g) The actions or non-actions of this sub-committee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The subcommittee shall not be considered a State agency, board or any other subdivision of the Employer. No requests shall be conducted as contested cases or otherwise be subject to the Administrative Procedure Act.

(h) Each contract year, employees may voluntarily donate up to 10 days to the sick leave bank.

Section Fifteen. Bargaining unit employees may use their sick leave to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the Family and Medical Leave Act or other state or federal family medical leave provisions. Use of sick leave to which an employee is entitled under this paragraph shall not be deemed an incident or occurrence under an absence control policy. Family and Medical Leave for such employees shall be governed by federal law and by C.G.S. §31-51kk.

ARTICLE 35 - MISCELLANEOUS

Section One. The parties will cooperate in arranging for the most economical and expeditious printing of this Agreement in booklet form and will share the cost of same.

Section Two. Except where varied in this Agreement, the employer will continue in force its written rules and regulations with reference to personal leave or other paid or unpaid leave of absence.

Section Three. References in this Agreement to "rules and regulations" refer to the "Blue Book," Regulations of the Personnel Policy Board effective July 1, 1975 and as amended thereafter. Such references include all applicable General Letters and Q-Items.

All statutory and regulatory references in this Agreement shall include any changes from time to time in any such statutes and/or regulations. Any changes made in the statutory and regulatory references shall not be deemed to diminish any right or benefit enjoyed by a bargaining unit employee as of June 30, 1990.

Section Four. Civil Leave.

(a) If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours, time off with pay and without loss of earned time shall be granted.
This provision shall not apply in cases where the employee is a plaintiff or defendant in the Court action.

(b) If a court appearance (not jury duty) is required as part of the employee's assignment or as a direct consequence of his/her official function, time spent shall be considered as time worked. If the appearance requires the employee's presence beyond his/her normal workday, all time beyond the normal workday shall be compensated for in accordance with Article 18.

Section Five. Military Leave. The present military leave policy shall remain in force, except that paid leave for military call-ups shall be limited to emergencies.

Section Six. Personal Leave. In addition to annual vacation, each appointing authority shall grant to each full-time permanent employee in the State service three (3) days of personal leave of absence with pay in each calendar year. Personal leave of absence shall be for the purpose of conducting private affairs, including observance of religious holidays and shall not be deducted from vacation or sick leave credits. Personal leave of absence days not taken in a calendar year shall not be accumulated.

Section Seven. Inclement Weather. No member of the bargaining unit shall be required to travel under unsafe conditions. In the event an employee is late because of hazardous weather conditions, he/she shall not be charged for such lateness. The Union shall cooperate in the reasonable application of this Section. Notwithstanding the foregoing, the parties have agreed to cross-bargaining unit language regarding inclement weather, which can be found in Appendix C.

ARTICLE 36 - RETIREMENT

The terms and conditions of retirement benefits for bargaining unit employees are subject to the provisions of a separate collective bargaining agreement between the State and the Union and shall continue under the terms of that Agreement or its successor Agreement.

ARTICLE 37 - SAVINGS CLAUSE

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force.

ARTICLE 38 - DURATION

Section One. This Agreement shall be effective on July 1, 2016 and shall expire on June 30, 2021.

Section Two. By mutual agreement, the parties may choose to re-negotiate any article of this Agreement at any time during the life of this Agreement. Either party may deny a request for re-negotiation, without providing reasons, and each party hereby shall waive its right to challenge such a denial via the grievance/arbitration procedure, unfair labor practice, legal action or other mechanism.

Section Three. The negotiation of a successor to this Agreement shall take place in accordance with the timelines specified in Conn. Gen. Stat. §5-276a.

LONGEVITY - SEMI-ANNUAL PAYMENT*
(July 1, 2016 through June 30, 2021)

SALARY GROUP	10 YEARS	15 YEARS	20 YEARS	25 YEARS
1-11	75.00	150.00	225.00	300.00
12	75.25	150.50	225.75	301.00
13	92.00	184.00	276.00	368.00
14	94.75	189.50	284.25	379.00
15	97.50	195.00	292.50	390.00
16	100.50	201.00	301.50	402.00
17	103.25	206.50	309.75	413.00
18	106.00	212.00	318.00	424.00
19	109.00	218.00	327.00	436.00
20	111.75	223.50	335.25	447.00
21	114.75	229.50	344.25	459.00
22	136.25	272.50	408.75	545.00
23	142.00	284.00	426.00	568.00
24	147.75	295.50	443.25	591.00
25	153.25	306.50	459.75	613.00
26	159.00	318.00	477.00	636.00
27	164.50	329.00	493.50	658.00
28	170.25	340.50	510.75	681.00
29	187.50	375.00	562.50	750.00
30	193.00	386.00	579.00	772.00
31	198.75	397.50	596.25	795.00
32	204.25	408.50	612.75	817.00
33	210.00	420.00	630.00	840.00
34	215.75	431.50	647.25	863.00
35	221.25	442.50	663.75	885.00
36	227.00	454.00	681.00	908.00
37	233.00	466.00	699.00	932.00
38	238.50	477.00	715.50	954.00
39	244.25	488.50	732.75	977.00
40	249.50	499.00	748.50	998.00
41	255.50	511.00	766.50	1022.00
42	261.25	522.50	783.75	1045.00
43	266.75	533.50	800.25	1067.00

*** Longevity entitlement is determined consistent with Article 27, Section 3.**

APPENDIX A - JOB SHARING GUIDELINES

Section One. Scope of Program. Job sharing is defined as two individuals sharing one full-time position, and the responsibilities of that position.

These guidelines were jointly developed pursuant to a contract negotiated between the parties. The program is viewed as an added benefit for current employees and shall be limited to permanent state employees covered by the P-3A Agreement and shall be administered on an intra-agency basis. An analysis of other programs indicates that a minimal number of employees might wish to participate in a job sharing partnership. Whether the partnership has an ending date or is open-ended, it is envisioned as basically a temporary arrangement. An employee's bargaining unit status will not be affected by entering into a job sharing partnership.

Section Two. Establishment of Partnership.

A. Program Communications.

1. Accurate, timely and continuing communications are the lifeblood of every successful program. Both the union and the employer should share responsibility for this crucial activity. A copy of the program guidelines should be provided to employees who express an interest in forming a job sharing partnership.

2. Each participating agency shall identify a designee(s) responsible for disseminating information on the job sharing program to its employees' management as well as bargaining unit members. The agency designee shall act as a coordinator for those bargaining unit employees who wish to participate in the job sharing program (e.g., putting interested employees in touch with each other; informing them of locations where job sharing may be particularly appropriate; providing copies of other partnership agreements existing in the agency, etc.). However, it is essential that the interested employees do not feel the agency is actually matching job sharing partners.

B. Selection of Partners.

1. Both of the employees in the job sharing partnership must hold the same job classification title and appropriate certification, where applicable. The partners must be employed by the same agency but they do not necessarily have to be from the same facility. While the partnership would generally be expected to involve "tenured" employees, untenured employees may be considered when there are special qualifications or circumstances.

2. Selection of mutually compatible partners should be done voluntarily by the employees interested in participating in job sharing. It is recognized that the success of the partnership will depend upon the amount of cooperation and compatibility between the partners and the extent of commitment by the individual partners. The responsibility for maximizing this effort appropriately lies with the participating employees.

C. Scheduling.

1. Scheduling should be the result of a cooperative effort between the agency and the potential job sharing partners. Generally, the responsibilities and work schedule of the position will be shared on an equal basis between the partners though, in certain circumstances, a 60%-40% division may be appropriate. Provided that the agency's general needs and the responsibilities of the full-time position are met by the scheduling proposal, the participating agency should be flexible in reviewing partnership scheduling proposals to consider employee concerns.

2. The agency shall determine at the outset of each job sharing proposal whether the time frame of the partnership will be open-ended or have an ending date.

D. Partnership agreement.

1. The job sharing partners, in cooperation with agency officials, shall develop a partnership agreement. The agreement shall describe the goals and objective for the job sharing partners, the work schedule and the sharing/division of responsibilities. It shall also include consultation requirements and/or meetings between the partners and with agency supervisors and attendance at other required meetings (e.g., staff or team meetings, in-service training, etc.). The agreement shall be tailored to the needs of the particular position and agency. The partnership agreement shall be submitted at least four (4) weeks in advance to the appropriate agency official.

2. Prior to final approval of the partnership agreement by the agency head or his/her designee, a copy of the partnership agreement shall be provided to the Union and the Union shall have three (3) days after receipt to respond with any comments or suggestions.

3. The job sharing agreement will be revised as needed if the sharing/division of responsibilities are to be changed or if the responsibilities assigned to the shared position are to be changed.

4. The job sharing agreement shall be considered to incorporate the provisions of the job sharing program guidelines, as currently drafted and as may be amended.

E. Agency Discretion.

1. The parties recognize that the employer retains all the lawful and customary rights, powers and prerogatives of public management, including but not limited to, establishing standards of productivity and performance of its employees, determining the mission of an agency as well as the methods and means necessary to fulfill that mission. Therefore, each agency participating in the job sharing program does so voluntarily and only after assessing how/whether each proposal can meet those needs.

2. Division of responsibilities for a given position shall be a cooperative effort between the agency and the job sharing employees, recognizing, however, that the agency does not relinquish any of its authority to control its own destiny. Each set of circumstances may require an individual solution. The agency has flexibility and authority to tailor each partnership proposal to the unique needs of the agency.

3. The agency reserves the right to terminate any partnership with reasonable notice to the job sharing employees upon agency determination that the partnership is not functioning as anticipated or required.

Section Three. Benefits during Partnership.

A. Leave Time and Holidays.

1. Each job sharing partner who works at least half time shall be entitled to sick leave and, when eligible, vacation leave on a pro-rated basis (e.g., each employee who works one-half the normal schedule shall receive one-half of the normal sick leave and/or vacation time).

2. Any job sharing employee shall be granted time off with pay for any legal holiday granted to full-time permanent employees provided: (a) the holiday falls on a day when the employee would normally have been scheduled to work; and (b) the pay received shall be for the number of hours the employee would have been scheduled to work. Holidays shall be granted to an individual employee as they occur in the schedule unless other arrangements are made between the agency and the job sharing employees and included in the partnership agreement.

B. Insurance.

1. Each job sharing partner, who works at least half time, shall receive health insurance coverage in accordance with Article 29. This provision shall not be interpreted as expressly waiving either partner's right to qualify for medical insurance when he/she retires.

2. Each job sharing partner shall be eligible for life insurance benefits, though the insurance level will be based upon the salary earned while job sharing.

C. Retirement.

The reduction in hours and income while job sharing may have significant impact on the credit for retirement purposes and the accrual of retirement benefits. Generally, the job sharing employee would contribute on a proportionate basis to the retirement fund and have the time credited on a pro-rated basis.

However, it is essential that employees interested in job sharing be informed how each may be individually and actually affected, especially given the different retirement plans. Therefore, prior to the implementation of a partnership agreement, the agency shall advise the interested employees of the possible effect on retirement benefits and shall refer the employee to a retirement counselor in the Retirement Division of the Comptroller's Office.

D. Tuition Reimbursement.

Each job sharing employee shall be eligible for tuition reimbursement at the same rate as full-time employees.

E. Seniority.

1. Each job sharing employee shall receive credit for seniority purposes on pro-rated basis.

2. Job sharing employees shall be integrated into the seniority lists for full-time employees in the appropriate ranks.

F. Promotional Review.

If specified in the partnership agreement and to the extent provided in such agreement, the job sharing partners may be eligible for merit promotional review provided the partner has at least three years of full-time service (or its equivalent) in the classification.

G. Merit Pay Supplements.

If specified in the partnership agreement and to the extent provided in such agreement, the job sharing partners may be eligible for merit pay supplements on a pro-rated basis.

Section Four. Monitoring of Partnership.

A. Communications.

1. The crucial elements in a job sharing program are the communication and cooperation between the partners. The partners have a mutual responsibility to meet and confer on a regular basis to plan, modify, critique and improve their collective endeavor to meet the demands of the position they share.

2. The job sharing partners shall confer regularly with an agency designee regarding problems, progress, etc. in their shared position.

B. Evaluations.

1. The goals and objectives for the job sharing partners may be individual, shared, or any combination thereof, and shall be established in conformance with the agency's planning and/or evaluation system. While job sharing partners may influence each other's performance, an individual partner may only be held accountable for the work he/she performs or controls except as otherwise may be provided in the goals and objectives incorporated in the partnership agreement. During the term of the job sharing partnership, the individual partner shall be rated only upon his/her individual performance and shall not be eligible for merit pay supplements or merit promotional review except as may be specified in the partnership agreement.

2. The agency may, at its discretion, evaluate the overall functioning of the job sharing partnership. However, this evaluation would be an informal document to be used in a cooperative effort to assess or improve the performance of a given partnership.

Section Five. Continuation/Termination of Partnership.

A. Coverage for Absences.

The partners will fill in for one another's absences, whenever possible. The partners may agree, with the agency's concurrence, to a temporary change in the division of the work schedule to accommodate absences.

B. Maternity or Extended Sick Leave.

In the event one of the partners requires either maternity or extended sick leave, the partners will decide which one of the following options will best meet the needs of the remaining partner and the agency:

a) The remaining partner will assume the responsibilities of the departing partner for the duration of the leave, thereby retaining the job sharing partnership for the absent partner's return.

b) The partnership will be terminated and the provisions described in Section E will apply.

C. Layoff.

1. In the event a layoff affects one or both of the job sharing partners or the shared position, the provisions of Article 14 of the P-3A Agreement shall apply and both partners shall receive notification of the agency action.

2. If a job sharing partnership is terminated due to a layoff affecting one of the partners, the remaining partner shall have the option of finding a replacement. In the event a replacement partner acceptable to the agency cannot be found within the requisite time, the remaining partner will have the following options:

a) reversion to full-time employment;

b) voluntary resignation in good standing from state service.

c) In the event the employee fails to exercise any of the above options, the employee shall be deemed to have voluntarily resigned in good standing as of the date of the layoff.

d) The above procedure shall not be interpreted to restrict the employee's ability to request part-time employment under the terms of Article 20 of the P-3A Agreement or to limit the agency's discretion in reviewing such a request.

3. If another employee has a contractual right for bumping which could be exercised to bump one of the job sharing partners, that employee must meet the requirements of the job sharing program guidelines before any such bumping could occur.

D. Termination of Partnership By One Partner.

If one partner seeks to terminate the partnership, in order to resign or to accept another position, that partner will provide at least four (4) weeks notice to the remaining partner and to the agency. The remaining partner shall have four (4) weeks from the date of notice to find a replacement partner. During the four week period, the remaining partner may be required to assume the full-time duties of the position. The selection of a replacement partner shall be subject to management approval. If an acceptable replacement partner cannot be found within the four-week period, the remaining partner shall have an additional two (2) week period, while continuing to work full-time, in which to decide whether to resume the full-time position or to resign in good standing. If no decision is made, the employee shall be considered to have resigned at the conclusion of the two-week period. The above procedure shall not be interpreted to restrict the employee's ability to request part-time employment under the terms of Article 20 of the P-3A Agreement or to limit the agency's discretion in reviewing such a request.

E. Termination of Partnership By Both Partners or By Agency.

If the partnership is to be terminated as a result of a decision of the partners or a decision of the agency, and both partners are willing to resume full-time positions, the following procedure shall apply:

1. The shared position shall be offered to the partner specified in the partnership agreement, or, if the agreement is silent, to the more senior partner.

2. The other partner shall be offered an available vacancy in the same class title within the same facility or district that he/she is qualified to perform.

3. If the partner is not placed in an existing vacancy under 2, the partner shall be entitled to agency reemployment rights for the next available vacancy in the same class title that he/she is qualified to perform (subject only to the priority reemployment rights of a laid-off employee under Article 14). This reemployment right shall be in effect for a period of two (2) years or until the partner is reemployed in a position in the same or an equivalent class.

4. The employee may request and the agency will consider the partner for vacancies which may exist in other classes (at the same or lower levels) that he/she is qualified to perform within the agency.

Section Six. Evaluation of Program.

The parties shall meet at least yearly to review the program guidelines and the existing job sharing agreements and to discuss the successfulness of the program and any problems or clarifications which need to be addressed. The parties agree that the job sharing committee shall be the exclusive forum for addressing any questions, concerns or disputes regarding the program guidelines. The implementation or interpretation of the job sharing program shall not be subject to the grievance procedure; however, this shall not abrogate the parties' rights contained in the collective bargaining agreement.

APPENDIX B – ARBITRATION PROTOCOL

1. The parties will meet monthly to discuss all grievances on which arbitration is demanded. The purposes of such meeting are: (a) to categorize grievances in accordance with this agreement; (b) to schedule grievances for hearing dates in accordance to this agreement; and (c) to resolve matters that can be resolved. Participants in the meeting will be chosen by the parties to maximize the likelihood of achieving the purposes of the meeting.

2. Using the panel of arbitrators set forth in the CBA, the parties will schedule at least eight (8) dates per year on a rolling basis at least 90 days in advance. The intention is to use all those dates if possible unless no matters are pending. The further intention of the processes set forth in this agreement is to eliminate if possible, and if not to minimize, the number of paid arbitration days which are not used by the parties as a result of settlements occurring within the cancellation penalty period.

3. All things being equal, the parties will schedule matters for hearing in the order in which arbitration is demanded. However, the parties recognize that all things will often not be equal. For that reason, some matters are assigned categorical priority as set forth below. In addition, each party may choose up to three (3) matters per year to be given prime or expedited priority regardless of their category or nature. Finally, certain matters will be assigned to the "fill-in" category at the parties' monthly meeting. The priorities are from lowest to highest:

a. Matters in which there is no alleged ongoing harm to either party, and which can be prepared for hearing with little advance notice. [Example: A layoff alleged to be out of order, member already recalled, few facts in dispute.] These matters will be assigned by the parties to the "fill-in list" which will be used to cover arbitration dates available from late settlements, or because there are no higher priority matters.

b. Matters in which there is no alleged ongoing harm to either party, but which cannot be prepared for hearing with little advance notice. [Example: A layoff alleged to be out of order, member already recalled, numerous facts in dispute; or discipline short of discharge.]

c. Matters in which there is alleged ongoing harm to either party. [Examples: Discharge cases; contract interpretation cases with ongoing alleged violations.]
d. Matters which either party has assigned high priority status (limit of 3 per party per contract year).

4. At the time of assignment of category, the parties will endeavor to be familiar enough with the facts of the matter and with the strengths and weaknesses of their position to have productive settlement discussions. (The parties recognize that some cases may require additional preparation for such discussions, and they may need to revisit such discussions at a later regular meeting).

APPENDIX C – CROSS-BARGAINING UNIT LANGUAGE

1. Durational and Temporary Employees

Definitions:

Temporary: Position filled for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers' compensation or other extended leave, not to exceed 6 months. May be extended up to one year. If a temporary employee is retained greater than 12 months said employee shall be considered durational.

Durational: An employee hired for a specific term, for a reason not provided above, including a grant or specially funded program of a specific term, not to exceed one year.

Status: A temporary employee shall become durational after 6 months or one year if extended.

A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

Benefits:

A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include:

- Health and life insurance
- Pension credit
- Paid Holidays
- PL Days
- After 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive:

- The same benefits as any other employee would receive during his/her working test period
- Upon becoming permanent, the same benefits as any other permanent employee.

2. Inclement Weather

Essential Employees

- Definition-for this purpose "essential" means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing.
- Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee's normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall receive straight time comp time for the hours worked during the employee's normal shift where the state has been ordered closed or the Governor has directed nonessential state employees not to report to work.

Vacation, PL and Sick Time Impact for Non-Essential Employees

- Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee's normal work shift
- Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee's normal work shift.
- Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.

10 month Employees Choosing a 12 month Pay Plan - Shall be treated like any other 12 month employee for purposes of inclement weather closings.

3. Alternative Work Schedules, Compressed Work Schedules, and Telecommuting

Section One. Concept. Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate cross bargaining units.

Section Two. Statewide Telework Committee. There shall also be a Statewide Telework Committee. The purpose of the Committee is to create policy and policy guidance to agencies regarding telework policies and implementation thereof. Areas of guidance include ensuring consistent standards, disability accommodations, performance measurements, agency closures, and management training. The Committee shall be comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representatives of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be co-chaired by the Undersecretary of OLR or his/her designee and a representative of SEBAC. The Committee shall commence with meetings no later than 60 days following ratification of the Agreements.

Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee regarding the meetings held and information relevant to the issue of telework, as defined and requested by the Statewide Committee.

Up to six members (equal on each side) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.

Section Three. Flexible Scheduling Facilitator. There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies acceptable to both parties. If the parties are unable to agree to such policies within 90 days of the commencement of Statewide Committee meetings, either party may invoke interest arbitration on this issue. In such arbitration, it shall be agreed upon language that:

(1) Any policy shall consider the legitimate operational needs of the affected agencies as well as the interests of the affected employees.

(2) The determination of the employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.

(3) Current contract language on AWS and Flex scheduling shall be agreed upon language unless a bargaining unit agrees otherwise and/or proposes alternative language in the arbitration.

If the inability to reach agreement involves more than one bargaining unit and/or more than one agency, prior to the arbitration(s) being scheduled, the parties shall confer to determine the best way to achieve their mutual interest in expeditiously establishing a fair and effective policy applicable to those units and/or agencies.

MEMORANDUM OF AGREEMENT
Re: Article 15, Grievance Procedure

The parties agree to use a closed panel of arbitrators for the term of this Agreement. The parties, by mutual agreement, may add additional arbitrators to the panel.

MEMORANDUM OF AGREEMENT
Re: Article 15, Grievance Procedure

By mutual agreement, a grievance which remains unresolved after Step III may be submitted to a "pre-arbitration mediation process" in which grievances are to be heard by an outside mediator after Step III. The outside mediator shall be mutually acceptable to the parties.

The expenses for the mediator's services shall be shared equally by the parties.

Mediation shall take place within fifteen (15) working days after the request of the parties, unless agreed to the contrary by the parties. It is agreed by the parties that this process is not binding upon either party.

MEMORANDUM OF AGREEMENT
Re: Article 18, Hours of Work and Work Schedules

The parties agree that the deletion of Article 18, Section Two, in the 1984-1987 collective bargaining agreement regarding non-payment of overtime hours from the successor agreement is not intended to grant contractual rights to overtime payments.

MEMORANDUM OF AGREEMENT
Re: Article 27, Section Six (Unit Coordinators)

The function and role of Unit Coordinators shall be in accordance with those cited in the memorandum of 24 January 1985 entitled "Report of the Committee on Bureau Organization."

If/when a Unit Coordinator position is established or vacated, the Bureau Chief shall distribute to all bargaining unit members within his/her bureau an announcement of his/her intention to designate a Unit Coordinator. Bargaining unit members within the Bureau shall have not less than fifteen (15) calendar days in which to submit a written request to be considered for designation as a Unit Coordinator. The selection of a Unit Coordinator will be based on the Bureau Chiefs judgment on the needs of the unit, and his/her decision shall be neither grievable nor arbitrable.

MEMORANDUM OF AGREEMENT
Re: Article 35, Section One, Printing of the Agreement

The Union will be responsible for printing a mutually agreed upon number of contract booklets and the State will reimburse the Union at the rate of forty-seven cents ($.47) for each such booklet.

MEMORANDUM OF AGREEMENT

The parties agree that the current practice with respect to granting time off for the summer picnic and Christmas party shall remain in effect.

The Labor Management Committee shall meet and discuss ways of promoting collegiality at said events.

MEMORANDUM OF AGREEMENT
Group Life Insurance

In addition to any life insurance coverage available pursuant to Section 5-257(b) of the Connecticut General Statutes, optional group life insurance coverage up to a maximum of fifty thousand dollars ($50,000) may be purchased by any employee in the bargaining unit whose yearly gross compensation is at least forty-five thousand five hundred dollars ($45,500). The actual cost of such optional coverage shall be fully borne by the employee. The State Comptroller shall deduct the necessary amount from the employee's pay and shall pay the premiums on such policy or policies. Any dividends or other refunds or rate credits shall inure to the benefit of the State and shall be applied to the cost of such insurance. Such optional coverage shall not be included when calculating the amount of reduced life insurance coverage due retired employees pursuant to Section 5-257(d) of the Connecticut General Statutes.

SIDE LETTER CONCERNING CONTINUING EDUCATION UNITS AND CONTINUING EDUCATION UNIT EQUIVALENTS

This side letter will confirm that the State Department of Education as soon as feasible, but not later than July 1, 2001 will become a grantor of continuing education units and continuing education equivalents consistent with Connecticut General Statutes, Section 10-145d and Regulations of Connecticut State Agencies Section 10- 145d-417.

SIDE LETTER CONCERNING EDUCATIONAL CONSULTANT POSITION

This side letter will confirm that the Department of Administrative Services will be asked to review the Education Consultant position within the bargaining unit and such other positions within the Department of Education as DAS may deem relevant, to determine the appropriateness of creating and Educational Consultant 2 position. The process will begin with an informal meeting between the parties and DAS. At that meeting, a decision will be made as to a target date for completion of the review. DAS will report its findings to the parties following its completion.

MEMORANDUM OF AGREEMENT

The parties have agreed to the following concerning the effect of certain changes in the contractual languages:

1. The Public Act references in the following Articles have been changed to their appropriate

statutory sections:

Article 6, Union Security and Payroll Deductions
Article 24, Legislative Action

The purpose of the change was for ease of reference and, if there was an inadvertent omission of a relevant statutory section, the omission shall not be interpreted as a substantive change.

2. The addition of the words "and as amended thereafter" to Article 35, Section Three, Miscellaneous, shall not be deemed to diminish any right or benefit enjoyed by a bargaining unit employee as of June 30, 1987.

MEMORANDUM OF AGREEMENT
JOB SECURITY

From July 1, 2017 through June 30, 2021, there shall be no loss of employment for any P-3A bargaining unit employee hired prior to July 1, 2017, 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 nontenured 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 SEBAC 2017 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 effective June 30, 2021.

The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement & 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 processes.

The Implementation Provisions as laid out in the SEBAC 2017 Agreement regarding Job Security for OLR Covered Units shall be applied to the P-3A Unit.

MEMORANDUM OF AGREEMENT
FURLOUGH DAYS

There shall be three (3) furlough days in fiscal year 2017-2018. Each bargaining unit member shall take three furlough days (the equivalent of three days pay). Those furlough days shall be scheduled as follows: September 1, 2017; November 24, 2017; and December 29, 2017. Notwithstanding the above, furlough days shall be taken on days the employee is normally scheduled to work. In the event that any of the fixed furlough days cannot be taken by an employee, the preceding sentence of the paragraph shall become operative. Reduction in pay to reflect the three furlough days shall be divided over the pay periods of the 2018 fiscal year. Appropriate adjustment shall be made for employees who leave during that fiscal year, taken 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.

MEMORANDUM OF AGREEMENT
Article 27 Section Five.

The Unit coordinator stipend shall continue to be paid to the designated unit coordinator of the Bureau of School Facilities within the Department of Construction Services and any successor entity.

IN WITNESS WHEREOF, the parties execute this Agreement, on behalf of the Education Administrators (P-3A) Bargaining Unit effective July 1, 2016, expiring June 30, 2021.

for the STATE OF CONNECTICUT:

Office of Labor Relations/OPM
Lisa Grasso Egan, Chief Negotiator

Department of Education
Karen Zuboff

Department of Rehabilitation Services
Ann Fairbanks

Department of Administrative Services
Ellen Morris
Shari Grzyb

for the CONNECTICUT STATE EMPLOYEES ASSOCIATION, SEIU LOCAL 2001:
Dan Livingston, Chief Negotiator
Dave Glidden, Executive Director
Otis Dancy, Staff Representative

Department of Education
Agnes Quinones
Adrian Wood
Regina Hopkins

Office of Early Childhood
Andrea Brinnel
Anna Hollister

Bureau of Education and Services for the Blind – Department of Rehabilitation Services
Patricia Leonard
John Reilly
Mark G. Henry
Kerri Fradette

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