

# STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

## Office of Labor Relations

September 6, 2017

### GENERAL NOTICE NO. 2017-15-REVISED

**TO: Labor Relations Designees**

**FROM: Office of Labor Relations**

**SUBJECT: Education Professionals (P-3B) Bargaining Unit Contract Changes**

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The following summarizes the substantive changes contained in the 2016-2021 Education Professionals (P-3B) Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement.

#### **Article 1 Recognition**

**Section Three (b)** Updated to incorporate the statewide cross-unit language concerning durational and temporary employees. This section defines temporary and durational employees as follows:

**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.

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.

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.

## **Article 8 Union Rights**

**Section Two (b)** Modified to provide all stewards with super seniority.

**Section Seven** Modified to increase the number of hours of paid leave for Union officials, delegates, representatives, stewards or designees to attend conventions by one hundred seventy-five (175) hours. This is consistent with the current unofficial practice. In addition, the number of hours for Union business leave increased by two hundred fifty (250) hours. Employees shall code their time spent conducting Union business in accordance with CORE time codes for recording Union business leave.

## **Article 10 Seniority**

**Section Three** Updated to delete obsolete language concerning application for seniority credit between October 1, 1990 and December 30, 1990. Remaining sections in Article 10 renumbered accordingly.

## **Article 11 Personnel Records**

**Section Three** Added that if an employee files a grievance objecting to any derogatory material placed in his/her personnel file, only the agency expectation and the date the derogatory materials were conveyed may be provided to the arbitrator, not the underlying derogatory materials.

## **Article 12 Service Ratings**

**Section One** Added that if the appointing authority determines that the quality of service of the employee could lead to an unsatisfactory rating, the appointing authority will provide a written corrective action plan designed to assist the employee in developing a satisfactory service rating no less than four (4) months prior to the end of the rating period. Notwithstanding this provision, no such corrective action plan shall be required if the quality of service deficiency was not known to or easily discoverable by the appointing authority prior to the commencement of the 4 month period. In such cases, the employee shall be given notice of the service deficiency as soon as reasonably possible after the appointing authority's discovery.

### **Article 13 Working Test Period**

**Section Two** Modified to reflect that the working test period for employees in the Department of Correction shall be 6 months or 12 months, as applicable. Time in the training academy, which may occur before, during, or after such period, shall not count for purposes of completing the working test period.

**Section Five** Deleted the requirement that extensions of the working test period be approved by the Commissioner of Administrative Services or designee.

### **Article 14 Tenure**

**Section Two** Changed the date by which the Employer must provide written notification to a non-tenured employee whose contract will not be renewed the following year from March 1 to at least 120 days prior to the end of the school year, or for non-school-year-based employees, 120 days prior to the anniversary date of hire.

### **Article 16 Grievance Procedure**

**Section Six** Replaced Step 3 of the grievance procedure with New Appendix E. The Union may invoke arbitration following step 2.

### **Article 18 Hours of Work**

**Section Ten** Modified to give compensatory time off to employees who are requested or required by management or necessitated by their job duties to work beyond their regularly scheduled work day or work week. 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.

### **Article 19 Compensation**

**Section One** Modified general wage increases as follows:

- (a) There shall be no general wage increase paid to any P-3B bargaining unit employee for the 2016-2017, 2017-2018, and 2018-2019 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-3B 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-3B bargaining unit employees shall be increased by three and one-half percent (3.5%).

**Section Eight** Modified lump sum payments as follows:

There will be no annual increment or top step lump sum payments made for contract years 2016-2017 and 2017-2018.

Effective July 1, 2018, P-3B bargaining unit employees not at the top step of their pay plan shall receive a one-time two thousand dollar (\$2,000) payment. This one-time payment shall be pro-rated for part-time unit employees.

Employees at their top step shall receive a one-time two thousand dollar (\$2,000) payment effective July 1, 2018 or top step lump sum plus one thousand dollars (\$1,000) if greater. This one-time payment shall be pro-rated for part-time unit employees. The one-time payment (of either \$1,000 or \$2,000 depending on the amount of their normal top step bonus) shall be paid in July 2018. The top step lump sum payment (for those employees who have normal top step bonuses in excess of \$2,000) shall be paid on the employee's normal increment date.

Effective July 1, 2019, P-3B bargaining unit employees shall receive annual increments and top step lump sum payments.

Effective July 1, 2020, P-3B bargaining unit employees shall receive annual increments and top step lump sum payments.

**Section Nine** Modified to reflect that the April 2018 longevity payment will be delayed until July 2018. All other longevity payments will be paid on time.

**Section Thirteen (a)** Modified to provide shift differential at the current rate to eligible employees who work a shift where the majority of hours falls after 2:00 p.m. and before 6:00 a.m. Payment shall be made for all hours worked during the eligible shift.

**Article 20 School Year**

**Section One** Modified to allow employees who hold positions with community-based or non-classroom assignments, or with school calendars with start dates prior to September 1 to return to work one week before the official commencement of the school year to meet program needs.

**Article 24 Tuition Reimbursement**

**Section One** Currently provides for seventy-five thousand (\$75,000) dollars to be appropriated in each year of the contract for the purpose of tuition reimbursement. Modified to reflect that effective 7/1/19, that amount shall be ninety thousand dollars (\$90,000), and effective 7/1/20, that amount shall be ninety-five thousand dollars (\$95,000).

**New Section Three** Added to provide that funds shall roll over from year to year, and any unexpended funds available at the end of the collective bargaining agreement shall be available for use in the next fiscal year.

## **Article 28 Travel Reimbursement**

An employee traveling due to a project or matter which is funded by, and reimbursable in whole or substantial part, by the federal government shall be reimbursed at meal reimbursement rates set by federal law.

## **Article 30 Inclement Weather**

Updated to incorporate the statewide cross-unit language concerning inclement weather. The language defines essential employees as follows:

- 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.

Section Seven also explains the vacation, personal leave, and sick time impact for non-essential employees as follows:

- 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.

Lastly, 10 month employees choosing a 12 month pay plan shall be treated like any other 12 month employee for purposes of inclement weather closings.

## **Article 33 School Calendars**

The administration will work with a designated Union committee to develop a summer flex-time program to provide five (5) flex-recess days to be utilized in either June, July, or August.

## **Article 37 Order of Layoff**

**Section Eight Deleted Sunset clause.**

## **Article 40 Sick Leave**

**Section Three (c)** Updated to remove references to civil union partners and domestic partners.

**Section Three (d)** Updated to remove references to “critical” illness and “severe” injury of an immediate family member.

**Section Eight** Modified to exclude part-time employees from the ability to use the sick leave bank. The number of vacation leave days an employee must exhaust before being eligible to use the sick leave bank reduced from sixty (60) days to forty-five (45) days.

## **Article 44 Pregnancy, Maternal and Parental Leave**

**Section Two** Modified to increase the number of available days of paid leave (deducted from sick leave) that will be provided to a spouse in connection with the birth, adoption or taking custody of a child or the prenatal or postnatal care of a spouse from five (5) to ten (10) days.

**Section Three** Conn. Gen. Stat. § 5-248a is eliminated and replaced by Conn. Gen. Stat. § 31-51kk, et seq., which is coordinated with the federal Family and Medical Leave Act (FMLA). Sick leave may now be used to care for an immediate family member in circumstances which would meet the requirement for qualified family care under the FMLA. The new state coverage also allows for intermittent leave.

In addition, employees have the ability to take unpaid maternity, paternity, or other childrearing leave for up to four (4) months beyond the expiration of any leave otherwise due under this section or under the FMLA. As is current practice, employees may extend personal medical leave for up to twenty-four (24) weeks after all other leaves have expired and with appropriate medical certification.

Permanent part-time employees who do not meet the hours threshold of state and federal law shall continue to be eligible for unpaid family leave as per current practice. FMLA qualified sick leave shall be calculated separately from the non-qualified sick leave available under the contract. Use of sick leave under this provision shall not be deemed an incident or occurrence under an absence control policy.

The exact language of this provision is being finalized.

## **Article 55 Miscellaneous**

**Section Ten** Added that an employee who returns to work after successfully completing a drug rehabilitation program may be subject to up to two (2) random, unannounced drug screens for a reasonable period of time not to exceed six (6) months, to be determined in consultation with the individual(s) involved with the employee in the rehabilitation program. The employee will not be screened for marijuana use if he or she is legally prescribed marijuana under state law and the member presented evidence thereof in a timely fashion.

## **Article 60      Duration of Agreement**

The duration of this Agreement updated to cover the period of July 1, 2016 to June 30, 2021.

## **New Article 61      Contracting Out**

Added to provide that the Employer shall discourage the use of outside contractors and consultants when internal capacity exists or can reasonably be developed. As part of this process, the Labor/Management committee shall be provided with copies of such contracting reports and analyses as are required by statute. In order to limit long-term reliance on consultants that are hired due to a lack of in-house knowledge or skill, any such consultant contract shall contain a provision that provides for training the agency employees. This shall not apply to contracts for services that are not, and cannot reasonably be anticipated to be performed by bargaining unit employees. Nor shall it require a knowledge transfer provision that is unreasonably cost prohibitive.

## **New Appendix E – 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.
2. 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 and 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. The parties will schedule matters for hearing in the order in which arbitration is demanded. The parties recognize that all things will often not be equal. For that reason, some matters are assigned categorical priority below. Each party may choose up to three (3) matters per year to be given expedited priority regardless of their category or nature. 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. 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.
  - c. Matters in which there is alleged ongoing harm to either party.
  - 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.

### **Side Letter Concerning Developmental Services Adult Services Supervisor Position**

The Department of Administrative Services (DAS) has changed or is in the process of changing the job description for Developmental Services Adult Services Supervisor so that it will create an appropriate career ladder opportunity for Developmental Services Adult Services Instructor. DAS will be asked to review similar positions in the bargaining unit to see if positions which naturally would be in their career path are unattainable because the job descriptions or requirements in such positions contain artificial barriers to promotion. DAS will report monthly to the Union and each agency about the progress of their review.

### **Memorandum of Understanding – Furlough Days**

Each employee is required to take three (3) unpaid furlough days between July 1, 2017 and June 30, 2018. The equivalent cost of the furlough days will be deducted from the employee's annual salary in order to spread the financial impact of the furlough days equally throughout the year. The reduced annual salary will be divided into 26 pay periods and will become the adjusted base salary for the employee each pay period. The employee will be able to use the equivalent number of furlough hours in .25 increments (15 minute increments, or multiples thereof) by June 30, 2018, but with a minimum use of 1 hour. Use of furlough hours must be requested in advance and approved by management.

If an employee leaves state employment prior to June 30, 2018, any furlough time taken in excess of the amount covered by the annualized deductions will be charged against any remaining vacation accruals at the time of separation. Should there be insufficient vacation time to cover the overuse of the furlough time, attendance will be modified accordingly and a deduction will be taken from the final paycheck.

Furlough day requirements will be prorated for employees working less than 35 hours per week.

Furlough days shall be treated for in the same manner as voluntary schedule reductions under Conn. Gen. Stat. § 5-248c.

### **Memorandum of Agreement – Job Security**

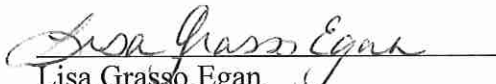
From July 1, 2017 and through June 30, 2021, there shall be no loss of employment for P-3B bargaining unit employees hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:

- 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 non-tenured have permanent status prior to achieving tenure);
  - v. termination of grant or other outside funding specified for a particular position;
  - vi. part-time employees who are not eligible for health insurance benefits.
- b. This protection from loss of employment does not prevent the State from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the 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 after June 30, 2021. The Office of Policy and Management and the Office of Labor Relations commit to continuing the effectiveness of the Placement and Training process during and beyond the biennium to facilitate the carrying out of its purposes. The State shall continue to utilize the funds previously established for carrying out the State's commitments under this Agreement and to facilitate the Placement and Training process. The Implementation Provisions as laid out in the SEBAC 2017 Agreement regarding Job Security for OLR Covered Units shall be applied to the P-3B Unit.

Please use this as a guide while we finalize the actual contract. Agency Labor Relations Designees may contact us at (860) 418-6447 or e-mail questions to [Tammy.Kowalski@ct.gov](mailto:Tammy.Kowalski@ct.gov).

  
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